DOCUMENT RESUME

ED 037 871 EC 005 376

TITLE Guidelines for Administration of an Educational Program for Physically Handicapped Children in the Dayton-Miami Valley Region. Final Report.
INSTITUTION Maryland Univ., College Park.
SPONS AGENCY Office of Education (DHEW), Washington, D.C. Bureau of Elementary and Secondary Education.
PUB DATE Dec 69
NOTE 140p.

EDRS PRICE EDRS Price MF-$0.75 HC-$7.10
DESCRIPTORS Administrator Guides, Community Education, *Educational Programs, *Exceptional Child Education, Financial Support, Organization, Parent Education, Physical Facilities, *Physically Handicapped, *Program Administration, *Program Planning, Regional Programs, Student Evaluation, Student Placement, Transportation
IDENTIFIERS Ohio

ABSTRACT

The report discusses an Ohio regional program for the education of the deaf, blind, and physically handicapped dealing basically with solutions to organizational problems. Recommendations are made for a five county area with the following considerations and arrangements: the location and responsibility for the education of physically handicapped children in the Dayton-Miami region; the form and content of a multidistrict agreement; and management and program considerations such as financing, transportation, evaluation and placement, parent and community education and information, registry and census of handicapped children, and physical facilities. Also included are recommendations for the organizational structure of the regional office for educating handicapped children, future steps, and appendixes containing pertinent laws, agreements, and contracts. (JM)

ED037871

GUIDELINES FOR ADMINISTRATION OF AN EDUCATION PROGRAM FOR HANDICAPPED CHILDREN IN THE DAYTON-MIAMI VALLEY REGION

EC005376E

Dayton Public Schools
Dayton, Ohio

ED037871

FINAL REPORT
Project No. 77A-PH-69
Title VI- A, ESEA, P.L. 89-10 as Amended

GUIDELINES FOR ADMINISTRATION OF AN EDUCATIONAL PROGRAM FOR PHYSICALLY HANDICAPPED CHILDREN IN THE DAYTON-MIAMI VALLEY REGION

Interprofessional Research Commission on
Pupil Personnel Services
University of Maryland
College Park, Maryland

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December 1969

Prepared for

Dayton City Schools
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U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
OFFICE OF EDUCATION

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INTRODUCTION

This study is concerned with the best way to provide a regional program for educating deaf, blind, and crippled children in the Dayton-Miami Valley area. More specifically, the report provides recommendations for the solution of organizational problems such as: financing, transportation, evaluation and placement, parent education and information, pupil registry and census, and physical facilities. The report concludes with a suggested organizational framework and "next steps" for carrying out this report's recommendations.

Across the country, day schools and residential schools for the physically handicapped have become regional in character. The incidence of disabilities is so small as to make it economically unsound to organize in any other way. Few, if any, suburban or rural school districts can afford to provide an adequate educational offering for these children unless they do so in conjunction with other districts. Few school districts have sufficient pupil population to warrant a comprehensive special education program. City districts which do have large pupil populations have found that increasing their special education enrollment by admitting out-of-city youngsters allows for better grouping arrangements, for broader curriculum offerings, for more adequate support services, and for a sequential pre-school-through-secondary program.

Several Ohio cities, such as Dayton, have followed this course of action during the last several decades and have provided a high-quality educational program for physically handicapped children. These cities have achieved widespread praise and, in some instances such as Dayton, a national reputation.

Programs have grown rapidly, in part because of increases in the number of physically handicapped youngsters coming to school where formerly, in the absence of any special program, they stayed at home. The reputation of these programs attracts parents who want to take advantage of the educational opportunities for their handicapped children. As a result of population growth and the fact that building programs have not kept pace, districts are feeling a pinch for space. Some are being forced to reappraise their admission policies, raising questions about the validity of admitting out-of-district youngsters when children from within the city are in overcrowded classrooms. In the face of critical classroom shortages in virtually all areas of education and with a tightening of dollars available to build new facilities, cities are forced to look for new alternatives in meeting their space needs.

One prominent Ohio educator recently summarized the situation with the comment that the traditional approach to educating physically handicapped children is in imminent danger of collapse in the major cities. Facilities are becoming old and out-dated. Space is at a premium and waiting lists are developing. Buildings are poorly located and often not in relation to new limited access highways. The transportation system is archaic and in-efficient. Costs are high and tuition payments prohibitive. Finally, too frequently, no one person is assigned responsibility for planning and coordinating or for resolving questions of placement.

For many years the Dayton City Schools have operated classes (and provided ancillary services) for deaf, blind, and crippled children for a multi-county area. Management and planning for this program have been unilateral and without cooperative interaction among the participating school districts. The project staff of this study regards the lack of an organizational structure for joint planning as very unfortunate and to correct it recommends the establishment of a REGIONAL OFFICE FOR EDUCATING HANDICAPPED CHILDREN--henceforth in this report referred to as ROEHC **(pronounced ROE-CEE).**

RECOMMENDED PLAN

The plan recommended in this study is to provide instructional programs and services for a five-county area and is based on information about handicapped children enrolled in the Dayton program from 1964 until the 1969 school year. The counties suggested for inclusion in the ROEHC program--Darke, Greene, Miami, Montgomery, and Preble--are all contiguous to Dayton. Children from other counties currently attend the Dayton program, but an analysis of residence information shows that many live closer to other major population centers (Middletown, Hamilton, Springfield, Toledo, etc.). Programs do exist in some of these cities; where there is none, consideration should be given to starting one.

Population Considerations

A workshop on special education in Ohio concurred with the recommendation "that a general population base of at least one-half million, 150,000 typically of school age, is necessary to efficient and effective special education service organization and administration if such services are to be rendered by a single unit of instruction."[1]

There are more than 200,000 children of school age living in the five-county area designated for inclusion in ROEHC. Using the enrollment figures for the 1968-69 school year for this area, it can be seen that 50 percent of the children in the Dayton program for physically handicapped children resided outside the Dayton City School District. This percentage is increasing and has now reached the 66 percent level. Part of this is accounted for by the fact that many families are moving from Dayton to its suburbs. To date, they have been able to continue in the Dayton program. Some suburban families are recognizing the increased crowding and are pressuring local school administrators to provide special services in the smaller districts.

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[1] Designs for Organizing and Administering Special Education (Stark County, Ohio: Special Education Programming Center, 1965), p. 32.

Five-year enrollment (1964-69) of the number of deaf, blind, and crippled children in the Dayton Program from Dayton City and the five-county ROEHC area is as follows:

		1964-65	1965-66	1966-67	1967-68	1968-69
A.	DEAF					
	5-County	70	75	71	78	105
	Dayton	56	58	59	60	65
B.	CRIPPLED					
	5-County	34	36	36	38	40
	Dayton	51	51	50	48	42
C.	BLIND					
	5-County	7	11	14	16	18
	Dayton	13	13	13	19	15

The deaf program. In the deaf program it has been necessary to initiate six additional instructional units[1] during the period from 1964-1969 to take care of the increase. The added enrollment from the Dayton City district would have necessitated about one unit only. Because of space limitations it was necessary to either eliminate service for three-year-olds or place children on a waiting list for entry. It was decided to raise the age limit to four years and accept all eligible children. The authors of this report cannot overemphasize how regrettable this decision was. Experience has shown conclusively that it is especially important to deaf children that their language training begin early. Furthermore, help should be provided to the parents during the child's infant years. A regional organization, as is recommended, would have had a program ready to go.

The program for crippled children. In the program for crippled children there has not been pressure to accept greater numbers because of the dramatic drop in polio cases. Total numbers have increased, however, (but are not shown in the above figures) because children outside the five-county area have been accepted into the program. Population growth and the increased number of cerebral palsy children have kept enrollment high despite the reduction of children afflicted with the crippling aspects of polio.

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[1] Unit as used in this report refers to an instructional grouping and applies also as a term used in Ohio program standards and procedures for calculating reimbursement under the school foundation program. See Appendix C for Unit definition for each category of disability. The reader is also referred to Administrator's Handbook for Special Education in Ohio's Schools (Columbus, Ohio: State Department of Education, June, 1968).

The change in the type of crippled child being served at Gorman School[1] has entailed adding para-professional staff. Approximately 40 to 50 percent of the children are in wheel chairs at the present time, whereas, five years ago approximately 20 to 25 percent were so confined. Today a greater number of these children are multiply handicapped and suffer increased physical and mental deficits. Many need help in order to be fed as well as help in taking care of their toilet needs.

The fact that children at Gorman are more severely handicapped and less ambulatory has also increased transportation difficulties and the problems of loading and unloading children from private cars, taxis, and buses.

With thirteen units at Gorman School for the 1969-70 school year, the school is now at capacity. Children may have to be placed on a waiting list in the near future and the area served might need to be limited.

Services for the visually impaired. Services for the visually handicapped have not expanded to a great degree. It was necessary to cut enrollment back at the kindergarten level--again an unfortunate necessity due to a lack of organizational structure to facilitate preplanning. There is one resource teacher for 17 to 20 blind children housed at U.S. Grant School. These children are integrated into the regular classrooms as much as possible. Two itinerant teachers, two or three times a week, visit a limited number of visually impaired children in the Dayton and Montgomery County area.

Dayton has attempted to coordinate services for visually handicapped children needing large print textbooks. This service, as well as the vast quantities of materials and books for the blind, has necessitated the employment of two individuals to take care of the materials center used by the blind and partially sighted. Two part-time para-professionals have been employed to help the resource teacher at Grant School. No reimbursement is available from the State Department of Education for the employment of these four much-needed staff members.

With the present growth of the area surrounding Dayton it appears that the following additional classes will be needed in the next ten years:

Deaf: 7 to 10 Units

Orthopedic: 4 to 5 Units

Blind and Visually Impaired: 1 or 2 Units

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[1] The Dayton program facility for orthopedically handicapped children.

Transportation Factors

The plan recommended recognizes that travel time from residence to school should be within acceptable limits. In no instances should a child be required to travel more than one hour each way. Anything more places an additional burden on these already handicapped children.

Factors of Finance

In the present setup there are aides and other personnel employed in all these areas for which no financial assistance is available under the present financing procedures of the State of Ohio.

The State has made it mandatory for school districts to provide service for handicapped children but has not formulated adequate means of financing such programs. Likewise, it has not provided the means of administering such programs to insure that all children needing special education receive adequate services throughout their school years. It appears that the only method open to local school administrators is to formulate and implement cooperative regional plans.

It would appear that if a regional plan could be formulated and operated in the Dayton-Miami Valley region, it could be adapted to other areas of the State. The ROEHC model could also show direction for the planning of services for other handicapped children, i.e., neurologically impaired, retarded, and emotionally disturbed.

THE REPORT FORMAT

This report is divided into three parts.

Part I deals with two critical questions: Which district in the Dayton-Miami Valley region should operate the REGIONAL OFFICE FOR EDUCATING HANDICAPPED CHILDREN, and What is the best arrangement for insuring a smoothly functioning cooperative relationship among the school districts participating in the program?

Part II is concerned with program management and includes recommendations in several areas: Financing, Transportation, Evaluation and Placement, Parent and Community Education and Information Program, Registry and Census of Physically Handicapped Children, and Physical Facilities.

Part III presents some suggestions for organizing a REGIONAL OFFICE FOR EDUCATING HANDICAPPED CHILDREN. The report concludes with a discussion of next steps for carrying out the recommendations of this study.

PART I

BASIC CONSIDERATIONS AND ARRANGEMENTS

An educational program must operate within a school district. Even a regional program serving many school systems according to Ohio law must have a "home base"--a district with responsibility. *What district in the Dayton-Miami Valley region should have responsibility for administering the REGIONAL OFFICE FOR EDUCATING HANDICAPPED CHILDREN?*

A regional program will involve districts working together cooperatively. Their relationship can be formal, as through a contract, or it can be informal, based on gentleman's agreement. Usually, both are needed. *What form should the ROEHC Agreement take and what should be included in this agreement?*

SECTION 1

LOCATION AND RESPONSIBILITY FOR EDUCATING PHYSICALLY HANDICAPPED CHILDREN IN THE DAYTON-MIAMI VALLEY REGION

The aim in this section of the report is to answer the questions: Where should responsibility for administering a REGIONAL OFFICE FOR EDUCATING HANDICAPPED CHILDREN for the Dayton-Miami Valley be placed? Further, What choices are available, and on what considerations is the recommendation based?

RECOMMENDATION

- A REGIONAL OFFICE FOR EDUCATING HANDICAPPED CHILDREN for the Daytom-Miami Valley region should be established to provide educational programs and services for physically handicapped children in a five-county area--Darke, Greene, Miami, Montgomery, and Preble.
- Responsibility for the administration of ROEHC should be placed with the Dayton City Board of Education at this time However, ROEHC must be seen as a cooperative arrangement as provided under Ohio Code, Section 3313.92, with joint district responsibility and authority detailed in a written contract.
- Other alternatives for placing responsibility may be made available through legislative decision that might offer a better solution over the long range. This possibility of new alternatives should be carefully watched and studied.

WHAT DOES PRESENT OHIO LAW PERMIT?

Any recommendation for placement of responsibility for ROEHC must conform to what is permissible under Ohio statutes. Only few options exist. The present arrangement is allowable, for it is based on the state's tuition law, a statute appropriate for solving across-district-line placement problems in cases of individual children but hardly suitable to deal with inter-district arrangements in which large numbers of children are involved, as in the case under consideration.

Law changes are being considered by the Ohio Legislature, but these do not provide solutions to present needs. The 108th General Assembly deliberated the merits of establishing a regional authority for educational programs and services in categories which seem to call for multi-district efforts, e.g., special education, data-processing, vocational education, and selected areas of administration and pupil services. Two plans were considered at length--Educational Resource Centers and Regional Service Centers.

Educational Resource Centers

Educational Resource Centers were proposed to permit multi-county and multi-district programs to operate under a single new school organization. This concept would permit the merger of existing county systems and broaden authority through such Centers to establish and operate regional programs of special education. The proposal intended that forty such Centers would eventually be established to cover the entire state. Participation in Center programs would be optional, with local school districts retaining the prerogative of providing their own special education programs. Under this plan, the State Department of Education would assume a much heavier share of the cost of special education than is presently provided for either county or local school districts.

Regional Service Centers

Regional Service Centers were also proposed. If approved by the Legislature, these would operate as regional offices of the State Department of Education with authority to provide special education programs on a regional basis. This proposal also contained financial relief to local school districts.

In both instances, in addition to prescribing an organizational framework for regional programs for educating deaf, blind, and crippled children, these proposals would have set the geographical limits of the regions.

It was not until late in the conduct of the present study that the Legislature rendered its decision: there would be no new law for operating regional educational programs in 1969. The door was left open, however, for the possible creation of two experimental units of the Educational Resource Center type in another year.

Section 3313.92 Offers the Best Solution

In the judgment of the project staff, Section 3313.92 of the Ohio Code offers the best solution for ROEHC at the present time.[1] In the absence of any new laws, this statute offers substantial relief to existing problems. It provides for several boards of education to join together in operating educational programs and services, subject to the approval of the State Superintendent of Public Instruction. At first glance, Section 3313.92 seems to be mainly concerned with joint building projects. Actually, it is more far-reaching. Its provisions include:

- Authority for cooperative participation in educational programs, projects, activities, and services. This includes both planning and operating the programs.

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[1] The complete text of this statute is present in Appendix A.

* Authority to set up a board, committee, or commission to insure an orderly process for decision-making, planning, and operating programs. This provision also establishes the way in which representatives from all cooperating school districts can sit together in review of the joint agreement.

* A framework for the resolution of many teacher personnel and pupil personnel questions which arise during the normal course of a school year, and which, one could speculate, might be especially evident in a joint-district program.

* A framework for the solution of numerous management problems such as, sharing in the cost of physical plant (including building, renovation, and maintenance), program operation, specialized services, the maintenance of records, handling the receipt of gifts and grants, and the establishment of a special fund for the benefit of all districts entering into the cooperative agreement.

Perhaps most important, this law provides for a formal contractual arrangement offering the security of a binding agreement, yet the flexibility to alter the arrangements when appropriate and when properly agreed to by the parties involved. It makes possible a smooth transition from the present organizational system to a new one using the existing physical facilities and staff, and building upon the present management program.

In summary, Section 3313.92 permits the Dayton Board of Education to enter into an agreement with other school districts in the region to provide an educational program for deaf, blind, and crippled children much as it has during the last several decades but with greater shared responsibility than has been the case to date.

ALTERNATIVES FOR ORGANIZING SPECIAL EDUCATION PROGRAMS ACROSS DISTRICT LINES--THE NATIONAL PICTURE

What is taking place in Ohio as the legislature debates the merits of the new laws to establish a regional educational authority and as other districts like Dayton search for ways to improve their programs that are regional in character is a reflection of what is occurring all across the nation.

States and local districts throughout America are facing the problem of providing for the education of handicapped children in areas of disability where the incidence figures are low and the costs of education are high. Solutions differ, but at least four patterns are easily identified.[1]

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[1] For a more thorough discussion, see Frances A. Mullen, Educating Handicapped Children (Washington, D.C., Educational Service Bureau, Inc., 1969) pp. 49-56.

An Informal Arrangement between a Host District and Other Districts

A large district, usually a city, provides educational programs for its own deaf, blind, and crippled children and upon request makes the classes available to other districts in the region in return for the payment of their share of the costs. Historically, this has been a commonly applied solution. It grew out of necessity and convenience, and typically was not formally conceived or defined in writing. This is essentially the arrangement that exists in the Dayton-Miami Valley region at present.

Joint Agreements Based on Contracts

Some states, in thinking through plans for more effective educative programs, have provided through legislative action provision for two or more districts or all or parts of districts in two or more counties to enter into agreements to provide education programs and services.

Illinois school law provides for such agreements, some of which involve as many as twenty school districts.[1] They provide for shared costs and responsibility for overseeing the operation of the programs. Typically, these "Joint Agreements" do not create any special taxing authority for the region included, and special guidelines must be worked out so that each district can contribute from its own "regular" revenue sources.

California law provides that any district that does not have special programs for physically handicapped children may enter into agreement with another district in the county or with the office of the County Superintendent to make such provisions. An example of this solution of cooperative planning and program operation exists in the Southwest Los Angeles County. There, as in numerous other instances, transportation, as well as cost problems and incidence statistics, figures largely in the solution. If children in these districts were to travel to classes in Los Angeles, some would be spending nearly two hours each way on school buses. Another problem that existed was the perennial one which plagues the "informal agreement"--concern whether the host district will continue to have space available to provide for children from other districts. Therefore, a formal agreement was worked out among the cooperating districts.

The administration of the program rests with the superintendents of the cooperating districts with a steering committee, composed of one professional person appointed by the superintendent of each district, advising the superintendent group. The district that houses the program is in complete charge of administering the program and operating the services within a framework of established policies. This type of arrangement is much like that being recommended for the Dayton-Miami Valley region and represents what the staff of this study sees as a second step in the evolution of regional programs.

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[1] See "Guidelines for Special Education Advisory Committees," Special Education Publication 365, State of Illinois, 1965.

The "Special School District" Plan

In Missouri in 1957 the Legislature enacted a law to provide for the establishment of special school districts to provide programs for handicapped children. As a result, the Special School District of St. Louis County is now in operation.[1] This is essentially a self-contained program with special buildings to house some of the classes and rent and lease arrangements with local school districts to provide for other classes. It provides its own buses and transportation system.

Regional Intermediate Units

Iowa in 1965 enacted legislation that permits the merger of County Boards of Education into REGIONAL EDUCATIONAL SERVICE AGENCIES. These agencies, which undertake powers and responsibilities formerly those of county offices, have as one of their major areas of service providing assistance to districts in the area of programs for the physically handicapped and other exceptional children. In some instances, the RESA will operate the program through written agreement with the districts served. These RESAs have taxing authority and are able in some measure to equalize the differences between wealthy and poor districts.[2]

New York's BOCES (Boards of Cooperative Education Services) are perhaps the best known of the intermediate district arrangements. They began with state legislation enacted in 1948. BOCES provide services and educational programs for cooperating districts. Each cooperating district is directly involved in the planning of the programs, which require State Department of Education approval before implementation. The local schools share in the cost of BOCES programs as does the State Department.

All of the above arrangements show options for operating multi-district programs. They, in some measure, represent successive levels of improvement as a program moves from individual effort through informal cooperative arrangements on to formal joint agreements, and beyond that, to regional units.

WHY THE PROJECT STAFF RECOMMENDS PLACEMENT WITH THE DAYTON BOARD

Under Section 3313.92, any local or city school district within the area could operate ROEHC.

Also, a county board of education could provide the program. This, at least, is the interpretation given in an Attorney General's opinion in which it was judged that the phrase "any board of education" was meant

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[1] See "Handbook of Operation," Special School District of St. Louis County, Missouri (Rock Hill, Missouri, 1968).

[2] See Donald G. Ferguson and others. Special Education and Pupil Services in RESA X (Cedar Rapids, Iowa: Joint County System, 1968).

II. Allocate Costs of Shared Facilities and Programs

A. Review the Mayfield City School District General Fund budget.

B. Determine which facilities and programs are shared.

C. Determine the manner in which the cost of the shared facility or program varies.

   1. Review the basis for arriving at the cost.

   2. Determine how the cost is related to such factors as number of teachers, students, classroom units, or other variables.

D. Determine what specific shared facilities and programs should be allocated to the Hearing Center.

   1. Consider the materiality of the cost.

   2. Consider bookkeeping and record keeping requirements.

   3. Consider overall effect on the tuition rate.

E. Develop a Schedule of Cost Allocation Percentages (Exhibit II).

   1. Obtain current statistics regarding number of students, teachers, classroom units, and other bases to be used for cost allocation.

   2. Compute the Hearing Center's percentage for each allocation basis.

F. Develop a Cost Allocation Work Sheet (Exhibit III) and compute the amount of shared facilities and programs to be allocated to the Hearing Center.

G. Summarize the Hearing Center's portion of the shared costs for the school year onto the schedule illustrated by Exhibit I.

III. Estimate Enrollment

A. Consult with the Hearing Center Director.

B. Verify expected enrollment with individual school districts.

C. Develop an Enrollment Summary (Exhibit IV) by school district.

IV. Estimate State Foundation Program Receipts

A. Determine the number of approved classroom units.

B. Determine the number of approved supervisory units.

C. Determine the amount of funds to be received for each approved unit:

1. Minimum per classroom

2. Special Education Allocation

D. Determine if any special guarantees will affect the amount of State Foundation funds to be received.

E. Compute total estimated State Foundation Program receipts.

V. Compute Estimated Tuition Rates

A. Obtain the most recent regular tuition rate computation of the Mayfield City School District from the Clerk-Treasurer.

B. Calculate the Hearing Center's estimated tuition rate (Exhibit V) for:

1. The Mayfield City School District

2. Other participating school districts

3. Nonparticipating school districts

A billing procedure should be established that reflects the fiscal needs and procedures followed by Dayton Schools. Also it should, in so far as possible, accommodate any peculiarities that might exist

METHOD FOR COMPUTING EXCESS COSTS FOR PHYSICALLY HANDICAPPED IN DAYTON PUBLIC SCHOOLS

General Control (Cost per pupil system wide) $_______

Instruction (Actual Cost of School's Operations
Salary, regular staff
Salary, substitutes
Salary, special teachers based on percentage of time at school
Salary, secretary, assistants to therapists, etc.
Books, supplemental
Supplies, instructional
Equipment) $_______

Operation of School Plant (Actual cost of school's operation
Salary, custodial staff
Other operational costs based on cost per pupil system wide) $_______

Maintenance of School Plant (Cost per pupil system wide) $_______

Coordinate Activities (Salary visiting teachers, secretaries based on percentage of time involved with school
Other expenses based on cost per pupil system wide) $_______

Fixed Charges: Other auxiliary agencies
Retirement - based on teachers' salaries, etc.
Other costs - based on cost per pupil system wide $_______

Depreciation: Cost per pupil system wide $_______

Deduct: (a) Tuition paid directly by district $_______

(b) Reimbursement for special classes through S.F.P. $_______

NET EXCESS COST $_______

A more detailed procedure for determining tuition arrangements is found in the Mayfield Agreement[1] and in the report of a study conducted by Arthur Anderson & Company for the Mayfield school district.[1] In proceeding with their deliberations on tuition and other financial arrangement, it is recommended that ROEHC officials obtain a copy of this report for careful inspection. In addition to discussing the concepts, it presents tables, charts, and forms well worth study. Much of the material to follow is excerpted from that study and will be referred to as the Anderson Report or Study.

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[1] See Appendix B, particularly Sections 7, 8, and 9 on pages B7 and B8.

The Anderson Report recommends that five specific steps be followed in establishing the tuition rate. These, it notes, should be calculated at the beginning of each school year.

I. Budget Direct Costs

   A. Review the Ohio School District Chart of Appropriation Accounts to determine types of expenditures to consider.

   B. Develop a budget for those costs directly associated with the Hearing Center.

      1. Determine specific requirements of the school in terms of:

         a. Teachers and other employees

         b. Fringe benefits

         c. Supplies

         d. Utilities

         e. Maintenance, replacement, and repairs

         f. Other requirements

      2. Review historical data and project costs of operating the Hearing Center for the school year.

   C. Summarize estimated costs onto the schedule illustrated by Exhibit I.

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[1] See Arthur Anderson & Co., "Proposed Model Accounting and Reporting System and Tuition Formula for the Millridge Center for the Hearing Impaired," (Report for Mayfield City School District), pp. 2-4.

THE STATE ROLE IN FINANCING

Certainly, the present method and level of financing educational programs for physically handicapped children by the state is inadequate. Generally, districts which are providing programs (the large cities) are ones which receive the least favorable reimbursement under the School Foundation Program. More state aid could be obtained by moving the programs to "formula" districts.[1] This seems to be an unfortunate alternative, however, since usually these school systems offer the least favorable resources from a point of view of facilities, commitment, and supporting school services and programs.

One authority in Ohio recently suggested that the State Board of Education should designate as a "formula" district any community which provides a regional special education program. Another recommended that the state devise a distribution system that provides a major share of the cost to all districts operating special education programs for deaf, blind, and crippled children.

Financing is heavily dependent upon legislative decision. Some relief is incorporated in legislation which is being considered, but whether in the final analysis it will provide the needed help remains problematic.

Ohio law concerning the School Foundation Program and numerous other statutes dealing with special education, with tuition, and reimbursement for transportation are relevant to this study. A study of them is recommended for those who are interested in regional programming for deaf, blind, and crippled children. However, because they already are available and in a very readable presentation in the Administrator's Handbook for Special Education in Ohio's Schools they will not be reproduced in this report. In addition to the statutes related to the School Foundation Program the reader is encouraged to read:

Section 3323.01	TUITION AND TRANSPORTATION FOR SPECIAL INSTRUCTION
Section 3323.11	EXCESS COSTS FOR SPECIAL INSTRUCTION OUTSIDE DISTRICT
Section 3323.12	PAYMENT FOR BOARDING EXPENSES

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[1] This is a commonly used expression to distinguish between a school district which is reimbursed under the School Foundation Program on the basis of a formula to determine the dollar value of a classroom in contrast with those where the classroom is worth a fixed figure of three thousand and fifty dollars. The formula is applied when it is determined that it would yield a greater dollar value than the fixed figure. For a more detailed explanation, the reader is referred to Administrator's Handbook for Special Education in Ohio's Schools (Columbus, Ohio: State Department of Education, June 1968) pp. 15-21.

Section 3317.08 TUITION FOR NONRESIDENT PUPILS: RESIDING IN UNTAXABLE AREAS

The contents of this Handbook in addition to presenting the School Foundation Program includes the forms "APPROVED CLASSROOM UNITS" and "STATE SUPPORT CALCULATIONS" on the basis of which special allowances for operating programs for deaf, blind, and crippled children are calculated.

A SHARED COST ARRANGEMENT FOR ROEHC

It seems appropriate to point out that the project staff did not include a school finance authority, although we felt that we had competent council from people who are. Furthermore, we did not have the benefit of legal advisors but recommend that both such specialists are retained for this aspect of ROEHC's work and in drafting the agreements.

Our presentation on the financial arrangements to be incorporated in the agreement is general. The specifics will need to be detailed when those responsible get down to work on the actual contract. In this presentation we have depended heavily on the experience gained by others who have been through the demanding process of developing joint district agreements: the authors of Mayfield Agreement, the MDECA Agreement; staff members from the Tacoma, Washington Public Schools Joint Program, the Joint County System in Cedar Rapids, Iowa, and the Special School District of St. Louis County, Missouri.

What Should Go Into the Agreement

At a minimum the agreement and supporting documents should include procedures for computing the tuition charges, a billing procedure, a budget accounting and reporting procedure, and sharing the costs of joint building projects if ROEHC becomes part of, or enters into, any such arrangements.

The tuition formula will need to conform with requirements of appropriate statutes, for example, Sections 3323.10, 3323.11, and 3317.08.

To date, Dayton Schools have followed the following schedule for computing charges made to local schools for each child in the program.

PART II

SIX IMPORTANT MANAGEMENT AND PROGRAM CONSIDERATIONS

Districts working together through the Regional Office for Educating Handicapped Children should give attention to improving and clarifying:

* the financing system,
* the transportation system,
* the pupil evaluation and placement system,

and develop programs for:

* parent and community education and information,
* registering and a census of physically handicapped children,

and they will need to give both short and long-range attention to the need for additional physical facilities.

SECTION 3

FINANCING

Educating deaf, blind, and crippled children is expensive. This fact is a major reason for school officials all across the nation supporting joint district efforts to provide for these children. There is little doubt about the advantages of a good education program for physically handicapped youngsters. Evidence is abundant that children benefit and the community as well, in terms of economic factors. Similarly, there is little question of the right of these children, as any child, to a program realistic in terms of their needs and abilities. There are questions to be raised, however, about how most economically and efficiently to provide the program.

The project staff learned during interviews with school officials from the districts participating in the Dayton physically handicapped program that there was little question about the present expense, but there was concern expressed about the possibility of increasing costs. The staff recognizes the validity of their concerns. All education costs are on the rise, and the special programs seem proportionately more expensive. It is not possible to predict what will happen to the costs for this or any other educational program, but certain measures can be taken to insure prudence and a high level of communication so that all concerned in the expense of the program are well informed.

RECOMMENDATION

- A heavier share of the cost of educating deaf, blind, and crippled children should be borne by the state than is presently the case. If the state does nothing to provide a more realistic and more equitable support program than at present, ROEHC should arrange for some of its programs to be operated in districts that receive a larger share of foundation support than Dayton does.

- ROEHC should operate on a shared cost basis, with formula for calculating each participating district's contributions detailed in the written agreement or in supporting documents.

- One person within ROEHC should be assigned responsibility for administering the finances of the office. Another, probably the Director, should work actively to obtain "special funds" to underwrite the expensive programs.

alternative is that these or some other representative group simply be advisory to the Dayton officials while providing a liaison role for local districts. In this latter option the full burden of responsibility for the program continues with Dayton; and, rather than a regional program, it becomes a host-guest relationship. That in essence is what operates at present, and the shortcomings are obvious.

Section 3313.92 permits considerable freedom in structuring this body. The law states, "(C) Any agreement entered into under authority of this section may provide for: An orderly process for making determinations as to planning, execution, implementation, and operation, which may include provisions for a committee, board or commission, and for representation thereon." There is much latitude here.

The authors of the Mayfield Agreement chose to employ an advisory role for this group and used the term Advisory Committee. The MDECA, in contrast, specifies two groups under this provision: the Association Assembly and the Board of Directors. The difference between these two approaches reflects, of course, the differences in the purpose and scope of intended activities. A mid-ground between these seems most appropriate to meet the needs of ROEHC.

The project staff recommends the establishment of two bodies of representatives to be part of the ROEHC agreement: a Council of Representatives and a Committee of Directors. Included in their assigned duties and responsibilities should be:

* Setting policies and regulations for the management and operation of ROEHC programs and services where called for in the agreement.

* Assigning standing and ad hoc committees and monitoring the efforts of those committees to carry out the work of the Council and Committee of Directors. In so doing to provide for as much involvement of participating district representatives as possible.

* Cooperating with the Assistant Superintendent for Pupil Personnel Services of the Dayton Board to establish guidelines and implement procedures of evaluation for programs, services, and administration of ROEHC.

* Providing a liaison function to keep participating district officials appraised of the work of ROEHC on a continuing basis. This responsibility should extend also to performing a public information function for keeping others in participating districts informed. It should include active participation in carrying out the recommendations discussed in Section 6 of this report related to the Parent and Community Education and Information Program.

* Taking responsibility for cooperating with Dayton school officials for pre-planning so that ROEHC programs will be

responsive to needs for change and modification ahead of emergency and crisis conditions.

* Electing a Committee of Directors from among the membership of the Council and monitoring the terms of the agreement, particularly those aspects related to the Council.

The Council membership should include two representatives from each participating district, one representative to be selected from the administrative staff of the school district and one from a lay body (School Board, PTA, PTA Council, Parent Council for Handicapped Children, etc.). There is merit, also, in the Council having ex officio representation from community organizations interested in the education of handicapped children, as well as the Division of Special Education of the Ohio Department of Education and from Institutions of higher education in the region that have or intend developing preparation programs for special education personnel. These "guests" of the Council could be particularly helpful through service on the committees and project groups of the Council.

The Council obviously would be too large a body to meet regularly as a whole, or too large as a Council to take an active role in the day-by-day activities of ROEHC. It should perform an active liaison role while the majority of its concerns and responsibilities should be assigned to standing and ad hoc committees. Chief among the committees would be the Committee of Directors. The election of the membership of this Committee should be one of the first and most critical responsibilities of Council members.

The Committee of Directors should be a small group of key special education and general administration officials from the participating districts. (The MDECA model warrants careful study in preparing this section of the agreement). Consideration should also be given to having at least one lay representative on the Committee of Directors.

The Committee of Directors should be heavily involved in the activities of ROEHC, with regular meetings, at least quarterly and perhaps as often as each month. Their meetings should be built around carefully prepared agenda and recorded through a system of minutes and Committee records. It should have officers, at least a chairman and secretary, who would be responsible for calling and conducting the meetings and for providing records and reports as called for in the agreement.

The Committee of Directors should assume responsibility for keeping close watch on legislative activities particularly in regard to modifications in the School Foundation Program that might allow for a larger share of state support for regional programs or for education of deaf, blind, and crippled children. They should be alert also to follow through on any new legislative programs to increase the effectiveness of regional programs in the special education area.

for each area of disability that should be carefully read before preparing this section of the contract.[1]

There will need to be placement and entitlement policies and procedures carefully spelled out and tailored specifically to ROEHC's needs. These should be put into writing. To what extent they should be part of the agreement, however, is speculative. Probably only the basic considerations need to be included in the agreement (as is the case in the Mayfield contract) with a more complete statement put into an ROEHC operations manual.

Responsibilities and prerogatives of participating districts. In the agreement the responsibilities and prerogatives of participating districts should be detailed. Under Section 3313.92 there are many responsibilities assigned to the "host" district. Paraphrasing the Mayfield interpretation, for example, one notes that they:

> Act as sponsor of the agreement by inviting other districts to join by signing the contract.
>
> Serve as a repository for the signed agreements.
>
> Submit an annual report to all participating districts.
>
> Are the applicant for and recipient of all federal and state aid and are the recipient of all grants and gifts.
>
> Take and have exclusive charge of the construction of the project.
>
> Retain a qualified architect.
>
> Handle project finances.
>
> Establish a separate fund for the project.
>
> Accept or reject construction bids.
>
> Determine, with confirmation of the Advisory Committee, the capacity of the school for each year's enrollment.

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[1] J. William Hartwig and Christina C. Jones, "Ohio's Programs for Hearing Handicapped Children," (Columbus, Ohio: Ohio Department of Education, Division of Special Education, 1969).

John Herner and Victor J. Naples, "The Ohio Program for Visually Handicapped Children," (Columbus, Ohio: Ohio Department of Education, Division of Special Education, scheduled for 1970 publication).

Victor J. Naples and Joseph H. Todd, "Orthopedically Handicapped Children in Ohio Public Schools," (Columbus, Ohio: Ohio Department of Education, Division of Special Education, 1968).

Set and collect tuition from participating districts.

Set the charge for children that are in the program from non-participating districts.

Establish and maintain an improvement and replacement fund for the school.

Maintain fire and extended coverage insurance to cover the school.

Maintain legal title to the school and the site.

Etc.

The MDECA arrangement, which in the judgment of the project staff is more of a region plan than that represented by the Mayfield Agreement, places fewer specific responsibilities on the Dayton Board; however, they are significant. For example:

Own real estate and structures.

Take charge of details of construction, acquisition, or improvements to buildings.

Advertise for building bids and award contracts for construction and repair.

Accept funds from participating districts and hold them in a separate account.

Maintain, prepare, and submit records and reports.

Operate as the employer for the agreement.

Etc.

THE ROEHC COUNCIL OF REPRESENTATIVES AND THE COMMITTEE OF DIRECTORS

An early step in the development of ROEHC should be to set up an Ad hoc Council of Representatives and a working group of key officials to be an Ad hoc Committee of Directors. These groups would be intended to perform much of the preliminary work leading to formal agreements. When the agreement has been prepared, the Council and Committee should become formalized according to criteria and procedures stipulated in the agreement.

If ROEHC is to be truly regional in character--providing programs to children from throughout a broad geographic area and encouraging the concern and participation of school and lay officials from the many districts represented--this must be clearly reflected in the make-up and responsibilities of the Council and Committee of Directors. The

Hopefully, it along with a careful study of the two agreements and the text of Section 3313.92 presented in the Appendix will serve as a beginning.

The purpose of the agreement. To reflect the broad range of programs and services of the Regional Office for Educating Handicapped Children, the purpose of the agreement should be clearly stated.

The MDECA agreement presents an interesting approach. Its purposes are broad and allow for future developments--it is an expansive contract. The Mayfield contract, in contrast, is very specific. It is appropriate for the Mayfield area concern, as stated in the agreement, to build and operate "... an elementary school for hearing impaired children," but too tight in its language to be appropriate for the broad range of activities intended in the ROEHC. There does appear to be some flexibility in the contract to allow for expansion of the program to a secondary level and possibly for developments in other disability areas. This flexibility appears limited, however, to provisions in Section 14, Amendments. One gets the impression that the Mayfield Agreement was not intended to be expansive, rather to facilitate cooperation on a limited program with considerable protection and caution built into the contract. This approach indeed has merit. It is prudent to be cautious when involved in completely new undertakings. For ROEHC, however, the project staff does recommend the more expansive approach with many of the desired protections being provided by a council of representatives with some rather broad authority.

Membership in ROEHC. Careful consideration will need to be given membership in ROEHC. The Mayfield Agreement makes a very thorough presentation on membership. Its use of the term "participating district" seems very appropriate for the ROEHC agreement. Moreover, it gives attention to making clear the central role occupied by the host district, a role much stronger and more prominent than is necessary or even desirable for ROEHC.

The programs and services of ROEHC should be limited to the participating districts except as might be provided in the agreement. The ROEHC is recommended to meet the educational needs of deaf, blind, and crippled children in a five-county area. It is possible, as is presently the case, that there will be space in some of the programs for children living in districts not participating in the agreement. These might either be children from outside the five-county area or within but who are residents in districts that chose not to participate fully in the agreement. These exceptions need to be anticipated and some provision to deal with them included in the contract. Again, the Mayfield plan treats this problem effectively.

Another possible exception may relate to the use of some of the services of ROEHC, for example those of the proposed Educational Evaluation Center for Handicapped Children. There is no such service program discussed in the Mayfield Agreement, but the activities under the MDECA plan do appear to bear a relationship. Their writing to date does not offer solutions on this issue, but it is entirely possible that, as their programs become operational, they will need to deal with it.

Financial and property arrangements. In the agreement a great deal of attention will need to be given to financial and property arrangements. Initially, assuming an early start for ROEHC, the costs will be primarily operating expenses. These must be shared by all participating districts on the basis of a formula that has been approved by the signatories and made a clear and specific part of the contract. In the Mayfield Agreement these considerations are detailed in particular under Section 7, Apportionment of Operating Costs.

There will need to be a finance officer appointed for ROEHC (probably the finance officer of the Dayton Board). The MDCA Constitution notes that 3313.92 makes it mandatory for one board of education to administer the financial transactions of any joint agreement among boards and stipulates the Clerk-Treasurer of the Dayton Public Schools to be appointed Comptroller.

The Mayfield Agreement is also very helpful in relation to provisions dealing with sharing costs for physical facilities. At the present this is not a primary concern in the Dayton-Miami Valley agreement but no one can speculate that it will become important in the future. The Mayfield Agreement is centrally involved with the construction of a new facility and with the sharing of costs for its construction and maintenance. Thus its considerations and language are very specific. Of particular importance in this regard are Section 1(f), "Project Costs"; and (h), "Facilities Contribution"; Section 3, Apportionment of Project Costs; Section 4, Construction Fund; Section 7, Apportionment of Operating Costs; Section 9, Replacement and Improvement Fund; Section 10, Additional Facilities Contribution; Section 11, Insurance; Section 12, Legal Title; and Section 16, Transfer of Facilities Contribution.

Eligibility of children for placement. An important consideration in the contract will be the eligibility of children for placement into ROEHC programs and to receive its services. Again the Mayfield plan provides helpful guidelines. As a case in point: In the immediate future there is apt to be a shortage of teaching stations for some disability categories, particularly if pre-school deaf programs are to be considered. Some system of entitlement such as is described in Section 5, Management and Operation of School in the Mayfield Agreement should be adopted.

Perhaps the greatest source of aid in constructing this section of the agreement will be the Program Standards of the Ohio Department of Education which are explicit for each category of disability. Furthermore, they exist as criteria for placement if state reimbursement is to be considered. Also the State Department has available bulletin material

- A broader sharing of responsibilities than exists in an informal arrangement for inter-district communication on a continuing basis.

- Cooperative solutions to what are shared concerns, such as questions of eligibility for admission to the program, location and placement of facilities, transportation problems, etc.

- Greater interest on the part of local administrators and board members in the program the children are receiving. By virtue of signing a formal agreement they are involved and committed to carry out the terms of the contract.

- A public document useful for educational purposes in helping citizens in the region better understand the difficulties of providing educational programs for handicapped children.

- Cooperative evaluation, including setting goals and criteria, methodology, interpretation and feedback to parents and others who are concerned about the outcome of the program and its management.

- An instrument for evaluating the appropriateness and effectiveness of the relationship among the contracting parties.

- Preplanning of those aspects of program management and operation which need to be clarified and agreed upon by contracting parties. Consequently, more decisions to establish needed changes in program and management are anticipated rather than made in response to emergencies and crises.

To insure these values the project staff had to deal with the question, "What should go into the ROEHC agreement?" Considerable time was spent consulting with school officials from the five counties and in seeking the advice of national leaders in special education as well as from other districts in Ohio and in the Ohio State Department of Education.

Although there is no model agreement which could be transported in toto to meet the needs of the Dayton-Miami Valley region, there are two in existence which have clear and direct relevance: The Mayfield Ohio Agreement and the Agreement and Constitution for Metropolitan Dayton Educational Cooperative Association.[1] Both of these agreements establish cooperative educational ventures that cross district lines. Also, both are based on Section 3313.92 of the Ohio Code.

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[1] The entire text of both of these agreements is presented in Appendices B and D.

The Mayfield Agreement

In February 1968 the Mayfield Ohio school district entered into an agreement with fourteen other suburban Cleveland school districts to establish a school for hearing impaired children. Although their contract is more limited in scope than that recommended for the Dayton-Miami Valley region, it deals with the same issues and was a response to needs similar to those which prompted the present study.

As impressive as the document itself is the experience that its authors gained in developing the contract and in achieving its approval by school officials. In bringing about a ROEHC agreement, those responsible will have the same general process to carry out: working with representatives from all prospective participating districts to design the agreement, and working with legal counsel to formulate the precise wording to insure that the law is properly translated and that the wishes of the signatories are given proper attention. Indeed the Mayfield group constitutes a valuable resource, and consideration should be given to learning from their experiences.

The MDECA Agreement and Constitution

In September 1969, following great effort and deliberation, a number of representatives of school districts within Montgomery County met to give consideration to an Agreement and Constitution that established the Metropolitan Dayton Educational Cooperative Association.

Although on the surface this agreement has nothing directly to do with the education of deaf, blind, and crippled children, its scope, the implications of having established a regional association, and the wording of the agreement itself are very relevant, in the judgment of the project staff.

The MDECA Constitution establishes a multi-district association whose aim is to "... improve instructional and administrative functions and to make optimum use of public funds through cooperation of member school districts." The initial effort of the Association is to be in the general area of data processing and in the cooperative use of computer hard and soft ware. However, the Contract points out clearly the Association's intention to establish a basis for cooperation so that other educational needs that are regional in character can be similarly met. Furthermore, the Association appears to be farsighted in that they call for not only authority to carry out the provisions of 3313.92 but also "... other sections in authority of the law of the State of Ohio pertinent hereto, and such amendments as may thereafter be provided."

Content of the ROEHC Agreement

A great deal of work will need to go into the development of a ROEHC agreement with refinements far beyond the scope of this limited study. Legal consultation will be needed along with extended discussion among local officials. The purpose here is to provide an outline of some of what are seen as major considerations for inclusion in the agreement.

This does not preclude moving to a more regional concept if and as new legislation appears.

* Resources within the Dayton Board of Education and within other agencies and institutions in the city to support a comprehensive program for deaf, blind, and crippled children are many and impressive. For example, expanding work-experience opportunities for adolescent students (and there is need for expansion) means close work with many businesses, industries, and agencies that are available in Dayton. Equally impressive are the medical and other treatment facilities to work with children and to provide consultation to teachers and parents.

SECTION 2

A MULTI-DISTRICT AGREEMENT--ITS FORM AND CONTENT

This section of the report deals with the question: What should be the nature of the relationship among the districts that are going to cooperate in providing educational programs and services for handicapped children in ROEHC?

It also considers: What type of group, council, board, or committee would best provide for a high level of involvement and cooperation of the participating districts?

RECOMMENDATION

* The agreement among the districts participating in ROEHC should be formal and in the form of a written contract as provided under the provisions of Section 3313.92 of the Ohio Code.

* The agreement should provide for a Council of Representatives that would be made up of delegates from each of the participating districts, and for a Committee of Directors to be elected from among Council members.

THE ROEHC AGREEMENT

In making its recommendation for a contractual arrangement the project staff asked the question, "What is to be gained?" Perhaps most obvious is movement away from a purely host-invitee relationship between Dayton and the other districts in the program to one involving more shared relationships and responsibilities. The intent of Ohio law and indeed the wish of school administrators is that each school district take care of its own children--even physically handicapped children. Recognizably, however, this is not always feasible and alternative solutions must be sought. These children can be sent to the State School appropriate to the handicap or they can be "farmed out" and sent to another district or provided with a program of home instruction. None of these in most instances is entirely satisfactory, for all too often it can mean an abdication of responsibility--out of sight, out of mind. A much more reasonable and responsible solution lies in cooperative agreements among several districts that share in the problem.

The type of agreement recommended in this project is intended to provide:

* Program features and responsibilities not always properly attended to under informal arrangements, and to make them binding upon the parties designated in the agreement.

to include county boards.[1] This was rendered in response to a situation similar to what could develop in the Dayton-Miami Valley region. A large city district in Ohio which was providing a program for its own deaf, blind, and crippled youngsters and for those from outlying districts lost a series of operating levies and faced having to close down some of its special and more expensive programs. Citizens from outside the city district, alarmed at the prospects of having nowhere to send their children, sought a solution through having their county board of education provide a program. However, such an arrangement was without precedent and required an interpretation of the law. During the ensuing months, the city school district's financial difficulties lessened, and it was unnecessary to follow through on establishing a county-operated program. To date, there remains no county-operated program, but until tested in a court of record, the Attorney General's Opinion continues to be relevant.

Thus, there are options. Any existing school district in the region including the five county school systems could operate the ROEHC program. But, where is the best placement? None of the city districts in the area appears to offer any advantages over the present placement. However, there is reason to consider the merits of a county-operated program. Although the project staff decided to recommend placement in Dayton rather than in a county, the advantages of a county should be pointed out:

* For the present short range, at least, the School Foundation Program would provide for a greater state contribution to the cost of educating deaf, blind, and crippled children than is possible with the program remaining in the Dayton School System. Some state officials are aware that an inequity exists in this regard and have expressed an interest in modification of the present system.

* It is a possibility (though not a certainty) that a county could acquire building sites in more favorable locations, close to limited access highway systems and at less cost than is likely within the city limits. Montgomery County, for example, already has a large tract of land, the site of the Joint Vocational High School, which would accommodate some future building for ROEHC needs.

* Finally, it is also possible that a transfer of the program to a county would be a transitional step in the process of eventually moving the program for physically handicapped to a regionalized program under new legislation.

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[1] This Attorney General's Opinion was rendered in connection with Section 3323.01, Ohio Revised Code, Classes and Training of Teachers for the Handicapped.

With the exception of the first, these advantages are quite speculative and, in the judgment of the project staff, not sufficiently clear and positive in their impact to warrant a recommendation of transfer of responsibility at this time.

The advantages of having the program in Dayton are rather impressive. Chief among these are:

* Physical facilities and a teaching and support staff of considerable quality already exist within the Dayton Board of Education. These are the basic elements on which program and expanded organizational modernization can be based.

* The Dayton City Schools have a history and a reputation of providing high quality educational programs for deaf, blind, and crippled children, while other districts in the region are inexperienced in this regard. Other districts have, in fact, looked to Dayton to provide for their handicapped children.

* Throughout the course of this study the officials of the Dayton Board have displayed a very positive and genuine interest in considering the need for strengthening and formalizing relationships with other districts that are participating in the existing program. They have similarly expressed an awareness of the need to strengthen, not only organizational aspects of the program (which this study focused on), but also to work toward some needed improvements in the instructional program and services offered.

* The Dayton Board of Education has shown a willingness to cooperate in regional programs. This is a clearly observable fact as seen in the present study, and perhaps more so in the newly formed Agreement and Constitution for Metropolitan Dayton Educational Cooperative Association in which Dayton schools have agreed to play a central role.

* During this study many officials from school districts throughout the five-county region were interviewed, and their expectations were quite clear and hopeful that Dayton would continue the program. There appeared to be a readiness to cooperate with Dayton along more formal lines in regionalizing the program with Dayton continuing to occupy a host district position.

* Interest seems to focus on rebuilding the organizational structure and also on extension of program, rather than on radical replacement or displacement of the present program. Clarifying and strengthening relationships among cooperating districts as provided under 3313.92 amounts to a natural transition and developmental strengthening, causing little, if any, inconvenience and disruption to parties involved.

in the policies of the participating districts. We are not aware that there are any such peculiarities but make this suggestion to point out that possibility, for when these do exist there is usually good cause. Throughout its transactions, ROEHC should respect and take into account local district uniqueness.

The Anderson Report recommends billing in August and December of each year. In this way the host district is better able to meet its expenses on a current basis. The August bill would be for September through December. It would be based on an estimated tuition rate calculated on the operating budget (for ROEHC) and on anticipated September enrollment. The December bill would be for the balance of the school year. It would be based on expected January enrollments and correct for any over or under charges in the August bill. The final step occurs at the end of the school year with a computation of the actual rate based on actual expenses and enrollment and adjustments made with participating districts.

It is recommended that the August bill, and other bills as appropriate, be accompanied by several items of support information. The Anderson Study suggests including along with the bill copies of Budgeted Expenditures, A Summary of Enrollment by School District (that is, each district participating in the agreement), Calculation of Estimated Tuition Rate, and Detail of Enrollment (name and attendance record for each child for each participating school district).

Budgeting, accounting, and reporting procedures should be made clear in either the agreement or in supporting documents. The setting of a budget for ROEHC will, in all probability, need to conform to the timing and procedure followed by the Dayton Board. However, again it should be pointed out that considerations will need to be given to the budgeting problems which participating districts face. It is not anticipated that there will be problems in this regard since there are rather specific state guidelines in this regard which mandate most procedures and make for uniformity. We mention accommodation to participating districts to point out the critical need to display a cooperative attitude reflected in procedures and actions.

Similarly the ROEHC accounting procedure will need to follow the Dayton system, initially, at least. It is recommended that a "Unit Budget System" or one of a type that separates the ROEHC program from others in the Dayton Schools be devised. It is desirable that ROEHC officials be made responsible and accountable for program costs and for a system of evaluation in which costs are matched with outcomes as stated in predetermined program goals and objectives. In this regard, consideration might be given to a budgeting and accounting system such as the "Program Planning Budgeting Systems." Through such a system, more input from officials in all participating districts would be encouraged. There would be greater opportunity for them to participate in both the development of the budget and in discussing the goals of the program and its evaluation.

Reporting related to financial matters should be given specific reference in the agreement as in the Mayfield Agreement and the Metropolitan Dayton Educational Cooperative Association Agreement.[1] What is reflected in these agreements, in essence, are the reports referred to under the law. Section 3313.92 stipulates, "(C) Any agreement entered into under authority of this may provide for: (8) Designation of one or more of the participating boards of education to maintain, prepare, and submit, on behalf of all parties to the agreement, any or all records and reports with regard to the activities conducted under the agreement, including without limitation those required under sections 3301.14, 3313.50, 3319.32 to 3319.37, inclusive, 3321.12, 3323.08, and 3323.13 of the Revised Code."

No doubt ROEHC officials, the Council of Representatives and the Committee of Directors will want to go beyond the legal requirement in reporting finances, also beyond what is called for in the Agreement. Communication of financial information on a broad basis, along with other kinds of evaluative and public relations reporting, is regarded as very important to the success of ROEHC. It is an area in which the Council and the Committee of Directors should perform the leadership function.

SHARING THE COSTS OF JOINT BUILDING PROJECTS

There is no immediate need for concern with this type of expense and accounting, but it is anticipated that the time is not far off when construction of new or expanded facilities will be suggested by the ROEHC administrator and the Committee of Directors.

Section 3313.92 JOINT BUILDING PROJECTS, INCLUDING SCHOOLS FOR HANDICAPPED CHILDREN, is addressed quite specifically to this concern. There are several sections of this statute that will need careful study, and legal counsel will be necessary when these are translated into an agreement.[2]

One question that might arise is: If new or existing facilities that are not owned by the Dayton Board are to be incorporated into ROEHC programs, how will cooperative financing be arranged? It is possible that such a situation will arise, either to take advantage of greater reimbursement under the school foundation program, because a more convenient and/or less expensive building site could be had or simply because it is better for the children, or for all of these reasons.

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[1] See Appendix B, page 10, Section 18, Notices; Annual Report, Miscellaneous; and Appendix D, page 3, Records and Reports.

[2] See Appendix A.

Section 3313.92 answers some of the questions that arise but raises others. For example, it requires that funds contributed by participating districts for building, maintenance, etc., must be placed in a separate fund in one of the participating districts, and that this fund shall be invested, disbursed, audited, and reported under provisions of law applicable to the Board in whose custody the fund is placed. If ROEHC programs operate in buildings located in districts other than Dayton, who owns the buildings and maintains the fund or funds? Possibly a leasing arrangement could be the solution, or reversing the tuition arrangement (ROEHC providing tuition for placement of its children in other participating districts).

It is assumed that the statutes provide for such contingencies, but admittedly the project staff did not conduct an in-depth research to determine exactly what those might be. Our chief purpose is to point out the possibility that such a situation might arise and that it should be anticipated.

Also we want to point out that ROEHC leadership should not look for its solution by asking only what present statutes allow. Considerations of what would provide the best setting for children (transportation factors, proximity to home neighborhood influences, etc.) and the desire to involve as many aspects of the program as is possible and sensible should weigh heavily in decisions also.

FINANCE ADMINISTRATOR FOR ROEHC

There are at least two specific and distinct kinds of responsibilities that need to be assigned within ROEHC for financial activities. One requires a finance officer with competence in budget monitoring, accounting, and the legal aspects of school finance. This position has been discussed in earlier sections and appears throughout the report. A second assignment, somewhat less technical but an even more important responsibility to the success of ROEHC, involves the administrative ability to keep a high quality of programs and services flowing through a balance of needs and resources. This should be assigned to the head ROEHC Administrator.

Special education is an area for which "outside" funds are available from a variety of local, state, and national resources, but these must be aggressively sought. Fund-raising "know-how" and grantsmanship will be necessary. Federal and state support programs are intended to help with a variety of local program needs. For example, at the federal level, the following are illustrative:

ESEA 89-10, Title VI-A--This is a program based on federal funds but administered through the State Department of Education. Other Title VI programs administered from the U.S. Office of Education include money to support programs for multi-handicapped, deaf-blind children, for Regional Resource

Centers (discussed in more detail in Section 5 of this report), and for recruitment and information systems.

ESEA 89-10, Title III--This supports innovative programs in which 15 percent of the funds are specified for programs for handicapped children.

EPDA 90-31--This is concerned primarily with the recruitment and training of personnel in which 10 percent of the funds are earmarked for handicapped children by an agreement within the U.S. Office of Education.

The Vocational Educational Act 90-576, 1968, amended--This has 10 percent of its funds earmarked for handicapped children.

90-538, Handicapped Children's Early Education Assistance Act--This rather new program holds great promise.

88-164--This provides research money.

85-927--This Teacher Training Act has money for colleges and universities and money for state departments which in turn can make it available for fellowships or inservice work.

Other expensive items in the ROEHC operation beside the basic program include research, experimentation, special equipment, and staff development. Other sources of money can be tapped for some of these. ROEHC can actively obtain gifts and bequests if the public knows that the "machinery" to receive these is operational. An example is the deaf education program which over the years has been the recipient of numerous gifts. In 1955, a time when the Board, according to our information source, could not purchase equipment that was not applicable to all children, acquired all of its hearing aids and certain other specialized equipment through donations. Much more recently, in 1962, nearly $5,000 of donated money was spent on large amplifiers and enough headsets for each child to be accommodated. Also in 1965, the McCall Employees Civic Association contributed approximately $2,000 for the purchase of specialized equipment.

Donations to the Gorman School program for crippled children, as reported by the director of the program, in the 1968-69 school year amounted to nearly $2,000.

When needs and channels are clear and someone is actively pursuing available money, these gifts and grants can become a substantial financial source.

SECTION 4

TRANSPORTATION

Transportation is an important consideration in planning educational programs for handicapped children. Deaf, blind, and crippled youngsters more often than other students require being transported because their disabilities impede their capacity to move about. Many children would not be able to attend school at all if transportation arrangements were not made for them. Special accommodations need to be made in the types of conveyances used and in routing.

Local administrators participating in regional programs report transportation problems to be one of their greatest sources of frustration. In addition to concerns about expense there are those associated with employing drivers and maintenance personnel. There are endless headaches related to setting and operating bus routes, and in making decisions about who gets to ride and who does not, about whether to use Board-operated vehicles or public conveyances, and whether to coordinate with other districts where transportation lines cross.

RECOMMENDATION

* For the short term, the project staff recommends that each participating district provide its own transportation arrangements and that ROEHC assume responsibility for coordinating the region-wide program.

* ROEHC efforts should include:

  Coordinating routes and schedules,
  Providing an information and consultation service, and
  Conducting evaluation and research studies.

* For the long term, a centrally-operated regional program of transportation may provide workable and economic solutions while offering maximum safety, convenience, and educational benefits for the children. This prospect will require a careful watch to see whether the state offers any significant support for new approaches, and it will require that ROEHC officials conscientiously study the problems.

RESPONSIBILITY FOR TRANSPORTATION

The advice which the staff received from authorities within Ohio and outside presents a conflicting picture. There is consensus among officials, in large districts at least, that it is desirable to "run your own transportation program." In this way, they claim, there is better control and a greater chance that transportation decisions will be based on the needs and convenience of the children rather than on fiscal and managerial considerations. Where these authorities depart from this counsel is in providing transportation for children from other districts. On this point their advice is, let each board provide its own. Their suggestions appear to be based on a reluctance to become involved with the difficult and costly problems involved in transporting children not residents of the host district. Those we interviewed were quick to report, however, that such arrangements have usually been poorly coordinated and inefficiently operated but that some workable system could be devised and should be worked on.

The ROEHC Coordination Role

Responsibility for its coordination role should be specifically assigned within ROEHC with a written job description to include the following considerations:

Coordinating routes and schedules. Because of the low incidence of deaf, blind, and crippled children and since there is not apt to be a concentration of them in compact areas throughout the region, transportation routes become very extended. Children must be transported considerable distances involving a large investment of valuable student time. Furthermore, school schedules often require that youngsters move to and from school during rush hour periods presenting increased safety hazards. Routes must change from time to time to accommodate new children in the program and those who move, and to eliminate stops for youngsters who for one reason or another leave the program. New highways are being built constantly, and other changes in the traffic patterns require continuous accommodation if the shortest, least costly, safest, and most efficient routes are to be programmed.

All of these are just examples of the many factors which must be considered when coordinating a transportation program. It must be pointed out that this presents a formidable task for any single transportation system. When several are operating to serve a single school program, the overall coordination problem becomes horrendous. Furthermore, with several officials in as many districts being responsible for making decisions, it is unreasonable to expect that they will do so with equal efficiency, taking cognizance of the relationship of their program to the others in the region. Thus, the need to establish an office for transportation coordination within ROEHC is obvious.

Providing information and consultation services. There is a great deal of information available to help in making decisions about transportation but it comes from a variety of sources and is always changing. Other regions may be doing things of interest. The State may be involved in transportation plans and studies, or changes in standards that must be monitored. The State has transportation guidelines, about which ROEHC must be knowledgeable. The State Department of Education, for example, makes specific provisions for sharing the expense of transporting handicapped children, but we discovered that not everyone was aware that this resource existed.[1] The ROEHC person responsible must be aggressive in keeping officials in participating districts up-to-date and informed. He must arrange for meetings so that joint consideration can be given to find the best ways for districts to work together in arriving at solutions to their mutual transportation problems.

His information service regarding transportation should extend to helping parents and interested citizen groups. Often when districts run their own transportation programs for handicapped children, parents and community councils provide much of the manpower, finance, and equipment.

Conducting evaluation and research studies. Evaluation of the effectiveness and efficiency of transportation arrangement should be continuous. Answers must be sought to questions about the impact of various arrangements on the youngsters' educational, psychological, and social development. The effect that traveling has on children, it is speculated, would show a relationship to distances traveled, time spent enroute, and the conditions of travel. To the authors' knowledge, however, there is little research evidence to clarify these relationships. Even time and distance guidelines which are commonly recommended today are speculative and need to be evaluated.

A study needs to be done concerning details of the present transportation arrangements: how many children are traveling how far and over what period of time; what do children do during their bus time; what alternatives can ROEHC offer as improvements, etc.? Title VI might provide funds for such a study. Too often the travel conditions that a child is expected to endure daily have not been experienced by any of educational staff other than drivers.

Throughout our nation there are vast changes occurring in public transportation with innovations that could possibly provide some solutions to problems involved in transporting handicapped children. Also, developments in educational technology may provide some interesting opportunities to take advantage of the time children spend on busses enroute to and from school; for example: the possible use of educational television or audio presentations for instruction, review, or for pleasure and relaxation. It is conceivable that "bus time" could be used profitably as tutor time or for counseling or for a variety of other purposes. The possibilities are indeed vast and exciting, but it will be necessary for someone to have responsibility to work with them if any progress is to be realized.

Through evaluation and experimentation, a regional transportation system might be devised to supersede what is presently recommended. This possibility should be continuously explored.

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[1] See Appendix C-34.

Board-Owned Equipment or Public Transportation

For the short range, since we recommend that each district provide its own transportation, it follows that each district should make its own decision about the purchase of equipment. However, ROEHC could provide very helpful consultative service through its transportation coordinator.

The variables, on the basis of which decision will be reached, are complicated and interrelated; and they will vary from district to district. Some communities are limited in the availability of public transportation. Others are particularly fortunate. Even some communities with good intra-city transportation have none to link them with the community in which the school is located. Many districts have volunteer groups of parents and citizens who provide transportation for handicapped children, while others do not. Also, the resources for financing the transportation program will vary from district to district. The one factor that will not vary is the need for help among local school people in relating all of these variables and possibilities to achieve the best working solution. It is with this task that ROEHC initially can be of greatest service.

SUMMARY OF PRESENT CONCERNS

Since the facilities for the deaf at Kennedy and Belmont High Schools are not readily accessible from I 70, I 75, or from other freeways, transportation for the children living north of the City of Dayton presents some difficulties which should be worked on.

The communities of Kettering, Miamisburg, West Carrollton, etc., would benefit by coordination with southward area transportation arrangements.

A group of parents who have formed "The Sightless Children's Club" have handled and, in a large part, financed transportation of blind children to Grant School. Because of the limited number of children in this program, it has not presented problems of transportation. When the Route 35 Expressway is completed, the Grant School location will be the most accessible of all the schools for the handicapped. However, the travel time to and from this school may be greater for inner-city children than for those in the suburbs.

With regard to the physically handicapped, although the Gorman School location makes it easily accessible, the problem here involves types of conveyances needed to haul the children. A great number of these children must be lifted in and out of vehicles, which include special busses designed to accommodate wheel chairs and with lifts to raise and lower them. Getting drivers and other capable of handling the children is a major concern.

Even after an orthopedic child has been reassigned fully to the home district, he will still have difficulty operating in his local high school. Thought should be given to establishing a high school to accommodate the orthopedically handicapped of the region in a location accessible to rapid transportation.

Finding solutions to transportation problems for a regional program will require considerable time and effort with changes in arrangements being made to accommodate circumstances which cannot always be predicted and controlled.

SECTION 5

EVALUATION AND PLACEMENT

Special education developed to adapt school programs to the needs of children with educational disabilities. It is predicated on the belief that every child, regardless of handicapping conditions, has a right to an education. Experience has shown that to provide a meaningful program for a handicapped child requires specialized knowledge and understanding of his disability in order to make the accommodations that are needed.

These programs fail in meeting their responsibilities when children are placed into them without a full understanding of their special needs and when proper attention is not given to tailoring program objectives and approaches to them. If placement is mechanical, lacking in thoroughness of evaluation, or based on gross inspection, it is apt to be misplacement. Then the child, his teacher, even his parents will feel that he does not belong in that "special class." Their expectations will be clouded and they will lack a clear understanding of just what to do to make his school program rewarding and successful.

Special education programs particularly for deaf, blind, and crippled children are heavily dependent upon a comprehensive and well-managed pupil evaluation and placement system.

RECOMMENDATION

* An EDUCATIONAL EVALUATION CENTER FOR HANDICAPPED CHILDREN should be established to operate as a unit within ROEHC.

* The Center should serve a variety of purposes of which two are primary:

  Educational evaluation--development of educational plans and prescriptions for children seen in the Center.

  Educational placement--formulation of decisions regarding which children seen in the Center should be placed into the ROEHC programs and which could be more appropriately provided for in the child's home school setting.

In addition to these primary responsibilities the Center staff should contribute to ROEHC and the school districts it serves through several other kinds of activities: staff development, program evaluation, research and experimentation, and providing limited counseling and treatment services.

THE EVALUATION AND PLACEMENT FUNCTION

What needs to go into the child's educational program? Are any special instructional approaches and techniques called for? Should speech, occupational, physical or other kinds of therapy be included in the work with him? What is his level of motivation and his learning style? Are there special kinds of help that could be offered to his parents as a part of his educational program? What special class, what teacher would best meet his needs? These and a variety of other questions should concern the Center staff when it works with a child. Emphasis should be on building a plan of action for the child's education and on the kind of help needed by those who will be expected to carry out the plan. In a very real sense the Center's concern will be for the child's teacher as much as for the child.

Clearly we are recommending a Center to provide a continuing service, not a clinic in the usual sense where the focus is on diagnosis and classification of children into categories of exceptionality. This is not to disparage the value of classification, for indeed programs for many years to come will be based on such arrangements as classes for deaf or blind or crippled children. However, we do reject the value of diagnosis that has classification as its only outcome. And, we want to emphasize the waste in evaluation for purposes of placement if nothing beyond simply transferring a child into the program is achieved. Too often in the past, these errors have been committed, and although classification per se does serve certain administrative purposes, it fails to meet the needs of the children and their teachers whose questions and problems only become clear after placement.

The Center's evaluation and placement functions will be both short and long range. For some children the need for special placement will be obvious; thus Center activities to bring it about will be limited. In such instances, the majority of the Center's staff activities will follow placement and take place in the child's school and with his teacher. Educational program prescription writing, for example, may be initiated in the Center but continue in the child's classroom with consultation being provided for his teacher.

Many cases, however, may require greater attention preceding placement decisions. When there is reason to question the value of special class placement, thorough consideration will always be given to determining whether the child will be best served in a ROEHC program or in his own home school. Primary consideration must be given to the child's needs as a human being; he is more like other children than unlike and should be treated as "special" only as his disability makes program adaptations necessary. A case in point is in relation to placement in special education units. A first consideration should be given to keeping a child in his regular home school situation, bringing special help to him and his teacher. Even in instances of placement in a special unit, as many experiences with children in regular programs as feasible should be emphasized.

Whether specific activities of the Center are of short or lengthy duration, it is hoped that the process of evaluation will be conceived of as continuous and long range. It should be seen as a continuous pupil progress monitoring and program-adaptation process. Emphasis should be on program development and that, by definition, is continuous and long range. A teacher's need for consultation and evaluation regarding her work with a child is continuous. In providing it, the Center staff will need to have close liaison with the teacher and with the consultants from the proposed Instructional Material Center.[1]

This liaison will involve the Center staff's spending considerable time in the classrooms, again emphasizing the "mainstream" nature of the Center as an integral part of ROEHC, not adjunctive and peripheral.

TREATMENT

The Center should not be considered a treatment facility in the usual clinical sense; yet it will have the capacity to provide some short-term psychological, medical, physical, and other therapies. The staff will have competence in these areas, and there will be instances when remedial efforts will be called for as part of the evaluation process. Counseling with parents, for example, is a common need at the point where a handicapped child is being considered for placement into a special class. Educating a handicapped child is a corporate effort; parents, schools, and community are all involved. We have learned that parents are the key to educating these children and that these parents need the help of school people who are willing to include them in carrying out educational prescriptions, especially with the deaf. This should begin at the evaluation stage.

Physical therapy may take place in the Center as part of the process of developing an understanding of a child's capacity to benefit from a certain technique or through the use of specialized methods. Speech and audiological treatment will be appropriate in some cases in facilitating placement decisions and be carried out in the Center. Finally, the Center staff will be expected to conduct controlled experiments in the use of new concepts, methods, and equipment.

SCOPE

Ultimately the Center might offer its services to a broad range of children but initially it should be reserved for physically handicapped children, those about whom this project is specifically concerned. Also, the geographical region for services should be limited to the area covered by the ROEHC agreement--districts within the five-county area that have, through written contract, committed themselves to participation in the ROEHC programs and to sharing in the burden of financing the program.

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[1] In this project we have not concentrated on a proposal for an IMC since one is being developed by others in the Montgomery County--Dayton-Miami Valley Area. The objective of the staff in this project will be to support their efforts.

Two exceptions seem apparent:

> The first exception is related to the Center's capacity and staff limitations. If at any time the Center administration finds that its staffing is adequate to broaden its services without sacrificing the quality of attention to its primary objectives and to its primary clients, it would be reasonable to do so. Services could be offered to a clientele other than those who are participating in ROEHC agreements on a cost reimbursable basis. In making such a decision, the administration will need to consider whether it is more appropriate to broaden the scope of its services to contracting districts or to provide primary services to a broader clientele.
>
> The second exception relates to the fact that there are federal and other monies available to support such centers and hopefully these will be sought. In some instances, funding agencies stipulate requirements that govern the scope of service of such centers to, ". . . apply the best methods of appraising the special education need of handicapped children referred to them and will provide other services to assist in meeting such needs."[1] These centers are to be regional and, although the guidelines leave the definition of the region up to those who are seeking funds, they do require that it be defined, and it is implied that a somewhat larger area than is called for in the present proposal is preferred.

There are no regional resource centers currently being funded under this act that have a major focus on services to physically handicapped children; yet the need is apparent. Throughout the country, school districts are experiencing an increase in the number of deaf children in need of special educational help. In all areas of physical disability, changes in incidence are being predicted. Generally, the educational problems associated with physical disabilities are appearing to be more severe among the children coming into special education programs. Evaluation methods and techniques are undergoing continuous modification to more adequately meet the needs of a more severely handicapped population, as are educational adaptations for these children.

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[1] Bureau of Education for the Handicapped, U.S. Office of Education, Department of Health, Education and Welfare, "Regional Resource Centers, Policies and Procedures for Applications."

A Base of Cooperation is Established

Ohio, we have learned, operates the largest deaf, blind, and crippled day school program in the nation. This program has developed through cooperation of the State Department of Education, local school districts, and institutions of higher education. A base for cooperation supporting the activities of the proposed Center is already assured.

The Dayton-Miami Valley Region provides an ideal geographic and professional environment for the establishment of such a Center. The need is clear; and there already exists a commitment to an interdisciplinary, regional, and educationally-oriented approach to services for physically handicapped children. Furthermore, the nature of the proposed Educational Evaluation Center for Handicapped Children recommended in this report conforms clearly to the purposes described in the law:

> A regional resource center would provide a bank of advice and technical services upon which educators in the region could draw in order to improve the education of handicapped children. The primary task of the center would be to focus on the special educational problems of individual handicapped children referred to it. The center would provide testing and educational evaluation of the child, and in the light of this evaluation would develop a program of education to meet the child's particular requirements. Working closely with the handicapped child's parents and teachers, the center would then assist the school (or other appropriate agency) in providing this program, periodically reexamining and reevaluating the program, and making any adjustments which are necessary to keep the program responsive to the educational needs of the handicapped child.[1]

A further review of the law and the Senate report suggests that centers will be required to provide educational testing and evaluation services for the handicapped children referred to them. They would be expected to give consideration to the development of methods for appraising the special education needs of the handicapped children, to follow through with the development of individually prescribed educational programs for the children evaluated, to follow the progress of the child evaluated, to modify the prescribed program if necessary, and to assist the school (or other appropriate agency) providing educational programs recommended by the staff.

Furthermore, the legislation implies that centers will be: 1) expected to evaluate effectiveness of the educational programs developed for a particular child and share this information with others concerned with such children, and 2) expected to develop and execute a plan to evaluate their own efficiency and effectiveness and to report on this to others concerned with the development of similar centers. This is particularly important because of the experimental nature of the resource center program. It is 3) expected that resource centers will assist in the training of the personnel necessary to operate such centers as well as in the training of teachers who will be working with children referred.

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[1] Senate Committee on Labor and Public Welfare (Senate Report No. 726, November 6, 1967).

STAFF DEVELOPMENT

The Center staff should participate in a variety of pre-service and in-service educational programs in cooperation with regional institutions that have common responsibilities for the preparation of teachers of handicapped children and specialists from among the helping professions--psychologists, medicine, social work, and counseling, etc. Much of the Center's staff development activity should relate to the demonstration of techniques for educating deaf, blind, and crippled children and for evaluating their educational development. The Center's program would have training outcomes by the very nature of the way in which educational plans and prescription development and writing occur. Undoubtedly what they would prepare for one child would have value in working with other children; thus each teacher's knowledge and skill learned from working on preparations for one child would generalize and provide background for broader application.

All teachers from the ROEHC special classes would be included in Center staffing when one of their children was being planned for. In some instances this would be limited involvement in the evaluation process preceding placement. It is anticipated that teachers would spend less time in the Center and more time involved in prescription-writing activities after the child was placed in their class.

RELATIONSHIPS WITH SPECIALISTS IN OTHER AGENCIES AND SCHOOLS

The staff would maintain close working relationships with persons in a variety of settings inside the schools and outside in community agencies and private practice. There should, for example, be an agreement worked out with the Department of Vocational Rehabilitation to assign one or several counselors to this Center, either as regular staff members or in an adjunct relationship. These counselors, in addition, to providing direct service, would have liaison responsibility between the Center and the Department of Vocational Rehabiliation.

The Center staff is in no way intended to replace pupil services specialist in cooperating school districts; rather, a highly collaborative relationship is envisioned. Local specialists, in all probability, will be primary referral agents to the Center. Some of them, no doubt, will serve on the Center Advisory and Project Committees.

Local pupil services specialists will be called upon to conduct some phases of the evaluation process. As noted earlier, many youngsters seen at the Center will be recommended for return to their local districts and for placement into regular classes. In these instances local pupil services specialists will be the primary liaison persons between the local district and the Center staff.

Persons from the medical community, it is hoped, will be drawn into a close working relationship with the Center. Some might be employed on a consulting basis, and there should be relationships developed with interns in local hospitals.

SECTION 6

PARENT AND COMMUNITY EDUCATION AND INFORMATION PROGRAMS

Education is a cooperative responsibility involving many segments of the community--parents, families, the schools, and other agencies and institutions. Nowhere is this clearer than with reference to handicapped children. Historically, parents with the help of community groups and often professionals from outside of education have initiated the first moves for the education of these children. Evident in early programs were the dedicated leadership and work of parents, ease of communication because of relatively small size, and parent involvement in the actual program and in soliciting community support. These parents were convinced that their handicapped children needed an education and were entitled to it as any non-handicapped child. Also, if the youngsters were not provided adequate educational opportunity, the community would suffer in manpower loss, increased welfare and dependency rolls and in general citizen participation.

As special education programs get larger, more sophisticated and, in some cases, more removed from parents and community, the educational leadership must double efforts to provide a continuous program for keeping parents involved and the community informed.

RECOMMENDATION

- The project staff recommends that ROEHC maintain a planned, systematic community education and information program and that it involve parents and community people in carrying out the program.
- It is further recommended that parents and community representatives be encouraged to become more involved in the education of the children through participation on advisory groups and as support personnel, teacher aides, child aides, parent educators, and the like.

We in the school must remember that parent and community education and information is not a one-way service provided by educators. This broad area involves parent and family education, information, involvement, progress assessment and reporting, discussion groups, classes, parent and family counseling, and, in general, two-way communication. With regard to the community, it means maintaining an awareness of what is available, what the needs are through a planned education and information program aimed at the community, and an acceptance of community involvement. Beyond parent and the general community is another area that the educational system must strive to work with cooperatively toward common goals--that of community agencies and professional services.

PARENT EDUCATION[1]

Parents of children with handicaps, in order to fully support the educational program in which they place their child, must feel that the school, as well as they, is concerned about his social, emotional, physical, and educational growth. Parents must be helped to understand their own attitudes, which may range from overprotection, resentment, rejection to acceptance, and they must be made aware of the child's expected growth or development, his limits, and reasonable goals. In parent groups they can learn to share common concerns, information about supplementary procedures to reinforce what is learned in school, information about community assistance and local services available in nearby colleges and universities, such as speech and hearing departments or occupational therapy or related professional societies.[2]

In all this, the communications between parents and the school should involve mutual respect, with attentive listening on the part of the educators. Placement of a child must never be felt to be hasty. Time must be made available to report progress, often through a case conference. Long-term and short-term assignments must be clearly understood. Parents and family can be helped to set up better learning conditions in the home.

In summary, the schools must provide adequate time for interaction with parents, with groups of parents, for counseling, reporting, and imparting useful information with receptive listening a part of all.

PARENT GROUPS

Some of the above-mentioned activities can be accomplished in groups of parents coming together for a common purpose. More structured parent groups that serve the school in supportive activities can give valuable aid to the program. Representatives of the parents should serve on the Council of Representatives of ROEHC and on advisory groups in each school. Parents can be enlisted as volunteer help under school supervision for playgrounds, lunchrooms, toilet, and bus loading and unloading; and beyond that, hired as aides or paraprofessionals.

Program materials, special devices and equipment, visual aids, and handbooks can be contributed by parent groups. In groups, they can learn the maintenance of special equipment and devices for use at home and at school. Their common interests can be discussed. When parent groups are viewed as welcomed supporters of the educational program, they are in general supportive not only of the special program, but of the total system.

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[1] See J. William Hartwig and Christina C. Jones, "Ohio's Programs for Hearing Handicapped Children," (Columbus, Ohio: Ohio Department of Education, Division of Special Education, 1969), pp. 54-58.

[2] See Frances A. Mullen, Educating Handicapped Children (Washington, D.C., Educational Service Bureau, Inc., 1969), pp. 70-74.

COMMUNITY EDUCATION AND INFORMATION

Parent groups can work with the school in its effort to keep the total community informed on services available in the school and also in the community. The project study recommends that the administration have a definite program toward this end, with responsibility definitely placed and time allotted for it. Community service groups as well as parents seem willing and eager to work toward helping deaf, blind, and crippled children. Radio and television spots and handbooks for public information are ways of keeping the public informed about existing services, and their needs, and successes. Talented and interested individuals can have opportunities for real service spelled out for them so that what they contribute fills a real need.

AGENCIES AND PROFESSIONAL GROUPS

In a program such as ROEHC there needs to be a close working relationship between the school and the helping agencies and professionals. Here again communication with receptive listening by all parties is necessary.

ROEHC needs to know what free or low-cost services are available from the area agencies, auxiliaries, university training programs, and professional groups. These groups need to be informed about the program that ROEHC offers. A referral system needs to be maintained as in the case of early detection of deaf children. ROEHC needs to provide a planned, systematic information program to these groups and a planned program for working toward common goals. A way toward accomplishing this is to include agency representatives and professionals involved in helping children on the ROEHC working committees.

Responsive, flexible leadership and quality communication between ROEHC and the community will help to maintain an effective operation.

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SECTION 7

REGISTRY AND CENSUS OF PHYSICALLY HANDICAPPED CHILDREN

There is general agreement in the value of a continuing census and registry of handicapped children, particularly to facilitate planning. However, little exists by way of model programs in Ohio or elsewhere. Several states, including Ohio, that previously had mandated census programs of school age youngsters have abandoned their statutes. Thus, it is no longer necessary for schools to maintain records on handicapped children. It is difficult to understand the rationale for this discontinuance, but apparently it relates to evidence that programs were ineffective and not worth the effort. The authors consider this unfortunate since it is difficult to project plans to meet the educational needs of these children if knowledge of their existence is based strictly on a referral system. It is our belief that, through the use of machine data processing, modern record-keeping techniques, and a carefully conceived census system, an up-to-date registry is possible.

RECOMMENDATION

* The ROEHC should, with the cooperation of all participating school districts and the aid of community agencies, operate a registry and continuing census of physically handicapped children for the Dayton-Miami Valley Region.

* Over the long range and in cooperation with the Metropolitan Dayton Educational Cooperative Association, ROEHC should expand its direction toward operating a student information system, to be used in instruction and student development (pupil personnel services), as well as for making administrative decisions.

THE SCOPE OF REGISTRY AND CENSUS

The project staff does not recommend a crash census program nor a costly one. Nor does it envision a head-counting procedure typically employed in enumeration programs. Rather, it encourages the use of agencies from throughout the region which are most apt to know of the presence of handicapped children and who have a natural concern for them. Only one ROEHC staff person need be assigned to this operation, and on a part-time basis, with the rest of the manpower provided by subprofessional and volunteer personnel.

Agencies could be contacted through the use of the mail or a telephoning system, perhaps once or twice a year. These could be initiated by Center personnel. In the process, agencies could be requested to report on their own throughout the year any instance of a first contact with a handicapped child or his parent. In addition, once or twice a year a public service announcement could be made over local radio and television stations and in local newspapers to alert parents who might not have otherwise learned about the services and programs available to them and their children through ROEHC.

An analysis should be made to identify from the following list agencies which could best provide the information needed:

Ohio State Department of Education, Division of Special Education
American Printing House for the Blind
Physically Handicapped and Associates of Dayton
United Cerebral Palsy Association
Hospitals - Barney and Others
United Health Foundation of the Dayton Area, Inc.
National Education for Muscular Diseases, Inc.
National Hemophilia Foundation
National Cystic Fibrosis Research Foundation
Sightless Children's Club, Inc.
Muscular Dystrophy Association
Wright-Patterson Air Force Base, Personal Affairs Branch
Dayton Department of Welfare, Division of Health
Society for Crippled Children and Adults
Miami Valley Child Development Centers, Inc.
Dayton Childbirth Ass'n.
Hearing and Speech Center of Montgomery County and Dayton
Family and Children's Association
County Health Department and Visiting Nurses
Associations from each participating county
National Society for Prevention of Blindness
Parents of Children in the Dayton Deaf, Blind, and Orthopedic Programs
Ohio Bureau of Crippled Children's Services - Local Offices
Ohio Bureau of Services for the Blind - Local Branch Offices

A STUDENT INFORMATION SYSTEM

A registry and census program should be seen as a first step toward the development of a more comprehensive student information system. Such a program would have use far beyond identifying handicapped children and would provide a basis for many elements of good educational operation in addition to planning. Among other uses, the system should provide for:

- Continuous monitoring of educational and developmental programs of individuals and groups of students .

- Follow-up information. What do students do after they leave the ROEHC program, before and after graduation? (Employment, advanced education, remain at home, custodial care, etc.) How successful are they in their post-school activities?

- Up-to-date opinions and judgments of students in the program and of those who have graduated or left early, concerning the strengths and shortcomings of the offerings, including academic, guidance, career development, therapy programs, etc.

- A continuous base of data on students for use in teaching and other instructional efforts, in making administrative decisions, in student guidance, in parent education, and in community relations.

It is surprising how little information schools have about their students. So often we are limited to name, age, residence, and other demographic items and to ability and achievement facts such as test scores, grade placements, and the like. Of course, we do have other information on our handicapped students, usually related to their disabilities and treatment programs they might be undergoing. Too often we give little attention to the learners' strengths in the several areas of development or to their values, concerns, interests, judgments and opinions, or to their individual learning style. Our information systems and record programs, as well as their use, concentrate on what we, as educators, need to teach or to manage the student population. Very little attention is given to the learner aspect--what he actually responds to in a learning situation. And, certainly we have given too little attention to sharing with youngsters information that we use in making decisions about them.

Also highlighting the need for student information is the disconcerting evidence that few top level decision makers in the schools are provided with much information about students (short of crisis situations) to incorporate in their thinking processes. The superintendent and board members, for example, have much more up-to-date, accurate, usable, and accessible information on school finance, building and plant, supplies and equipment, teacher personnel, course arrangements, content and teaching methodology, and the like, than on students. Some observers have criticized the schools for showing less concern for student information, and less in fact for student development, than for running a good business operation. One wonders, the critics say, what the school's job is and what its product is intended to be.

The need for a comprehensive and continuous student information program extends far beyond special education and is seen as more than a ROEHC responsibility. But, indeed the concern does extend to handicapped children. It is beyond the scope of the present study to go into great detail on this issue; yet the project staff believes it should be pointed out. Such an information system could be related to the recommended registry of handicapped children and should be considered. There is merit in submitting a proposal for funding a project on this issue to the State Department of Education, or to some other funding agency, perhaps to be conducted in cooperation with the newly formed Metropolitan Dayton Educational Cooperative Association.

SECTION 8

PHYSICAL FACILITIES

There are two major concerns in the area of physical facilities:

1. Site and location.
2. The educational plant.

RECOMMENDATION

- * School facilities for handicapped children, as for all children, should be located to keep to a minimum the travel necessary between the child's residence and the school.
- * Facilities should be located to provide convenient access to other resources necessary for providing a comprehensive educational program, e.g., work-study placements, sheltered workshops, medical facilities, recreation, etc.
- * Facilities for handicapped children should be located to take advantage of transportation opportunities. This would include consideration of proximity to public transportation routes; proximity to high-speed, limited-access highways; and consideration for future planned transportation in the region.

In addition to location, there are principles which must be considered related to building and classroom construction. In each disability--deaf, blind, and orthopedic--a youngster's chances for an education are considerably enhanced if the physical setting reflects adequate accommodation to his disability. By contrast, he is intensely handicapped if care is not given to the special educational needs required by his disability. Within recent years a great deal has been learned; worthwhile literature is currently available as guidelines for both space and equipment needs. See for example: "Programs for Orthopedically Handicapped Children in Ohio," "The Ohio Program for Visually Handicapped Children," and "Ohio's Programs for Hearing Handicapped Children," all published by the Ohio Department of Education, Division of Special Education.

As ROEHC begins planning for physical facilities, consultation help is highly desirable. Architect firms have become accustomed to working closely with educators in preplanning leading to the construction of school facilities. Similarly, consultants from special education who have been involved in building projects have special insight into what works and does not work with these children.

Insofar as possible physical facilities for housing classes for physically handicapped children should be part of or contiguous with a building housing regular classes. This allows for physically handicapped children to be integrated into regular classes as much as possible. Many educators believe the concept of integration, appropriately applied, aids the handicapped child and also helps other children to gain in understand and acceptance of their handicapped schoolmates.

ORTHOPEDICALLY HANDICAPPED

The present facilities for the orthopedically handicapped, though adequate in construction and special equipment, do not provide for association with other children. Gorman School is the only school serving the orthopedically handicapped child in the five-county region. With the present enrollment of over 100 students, Gorman School is almost at its capacity. A few children are able to leave and attend in their home school districts after they have been able to profit from the various therapies and instruction offered at Gorman.

Gorman School enrolls children only through the eighth grade. For many physically handicapped youngsters the eighth grade becomes terminal because their home school district does not have the facilities or a program to accommodate them. Some children are provided programs at the high school level while others receive home instruction. Home teaching, although preferred over a child's not having any program beyond the eighth grade, is a far less than optimum accommodation. These children have little if any interaction with other youngsters their age; they stay at home and seldom participate in any school or community activities.

The orthopedically handicapped child needs services prior to normal school entrance age. Plans should be made within ROEHC and in cooperation with community agencies to serve these children and their parents. At the present some very fine services are provided by United Cerebral Palsy. It would be educationally sound for these services to be operated in cooperation with public school personnel since the child will enter a school program at about five years of age; transition could be facilitated. At present, pre-school services and classes are conducted in a hospital setting. While, indeed, these children need medical services, often these are secondary to his educational and training needs. The programs should be correlated.

DEAF

Education for deaf children is provided at Kennedy School through the lower grades and at Belmont High School.

Classes for deaf children are contiguous to regular classes but because of the size of the programs and lack of personnel, it has not been possible to integrate these children into regular programs to the degree that is desirable. Language and communication handicaps these children have make integration more difficult than for blind and orthopedic youngsters.

Facilities at Kennedy are at capacity, and there are too many deaf children in the one school in light of classroom and playground space. The program, with about two hundred deaf children, should be split and facilities provided for approximately one hundred children elsewhere. It would appear that another elementary program would best be placed on the north side of Dayton. This would facilitate transportation, particularly for the very young children.

The high school program is best housed in a single building. Except for some additional space, there would be no need for an additional building location outside of Belmont High School in the foreseeable future.

HARD OF HEARING

There are many children who are hard of hearing in the Dayton-Miami Valley Region, but no special educational provisions are made for them.[1] Many of these children could profit from special class instruction for a limited period of time. Subsequently, they could be helped through some type of itinerant teaching or resource room approach. At present, a small number of these children receive lip reading instruction from public school speech therapists or from private agencies. Their needs are often in understanding language concepts and in general academic school work; merely arranging preferential seating and lip training are not adequate.

Future planning should include the employment of additional personnel and space for at least five or six resource rooms as part of the ROEHC program.

BLIND AND VISUALLY HANDICAPPED

There is only one classroom serving blind children in the Dayton-Miami Valley Region. It is at Grant School and the class includes all ages. No instruction is provided until a child is of school age. In the Grant School program one instructor teaches Braille and serves as a resource teacher for those children integrated into the regular classroom at Grant.

Visually handicapped children not at Grant are integrated into classes in their home school district and are visited by two itinerant teachers of the visually handicapped.

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[1] See Appendix C-4, Program Standards for Special Education Units for Hard of Hearing Children.

Grant School also houses the materials and equipment for all the children in the area. Two individuals are employed there to take care of the vast quantity of books and to make copies of some Braille books.

The projected needs for the blind program are to have at least two resource teachers rather than one. Because there has been no problem of integrating these children into the regular program at Grant and because of the need to be in close proximity to the books and materials, it would be best that the two resource teachers be housed in the same center along with the material aids.

The parents, students, and participating schools have been well-satisfied with the services rendered by the itinerant teachers. There is a need for office space for the itinerant teachers and additional storage space for the resource room.

The blind program thus needs one additional classroom, additional office and storage space and some extra help to do the work of Brailling books which are not presently available.

PART III

RECOMMENDED ORGANIZATIONAL FRAMEWORK FOR THE DAYTON-MIAMI VALLEY REGIONAL OFFICE FOR EDUCATING HANDICAPPED CHILDREN

What organizational model would facilitate a regional program that would:

- improve the delivery of high quality up-to-date educational programs and service to children and parents.

- provide for a way for the RSEO to fit into the Dayton organization yet be sufficiently distinct to provide for all districts in the agreement.

- clarify the working relations within the RSEO organization.

SECTION 9

AN ORGANIZATIONAL STRUCTURE FOR THE REGIONAL OFFICE FOR EDUCATING HANDICAPPED CHILDREN

Building an organizational framework must be seen as a process, not an event. In the case of ROEHC the process should start from what is already in existence and move toward what is optimum, with recognition that the "optimum pattern" is a value judgment. There is no single model or authority to prescribe exactly what should go into such an organization. Neither does the project staff offer its recommendation as the optimum; rather, our attempt is to depict some guidelines that will fit the unique challenges of ROEHC, with one eye on what Ohio school law allows and the other on needs and resources that exist in the region.

There are many who have a stake in ROEHC and who should have a voice in making judgments about the organization to be evolved. Certainly, several officials in the Dayton school system need to be heard on this topic; and then there are representatives of the participating districts. Their judgments are important too. Perhaps most important in fashioning the organization will be the Assistant Superintendent of Pupil Personnel Services of Dayton, the ROEHC Director, and the Committee of Directors. These people will be most central in the process. They will have the hard, detailed work to do resolving differences and then clearing their decisions with the larger group of people. Their role will be that of hard, on-the-line, demanding leadership.

RECOMMENDATION

* It is recommended that ROEHC, for the short range, fit into the Dayton Board at the level of the Assistant Superintendent and be assigned as a responsibility of the Assistant Superintendent of Pupil Personnel Services.

* It is recommended that ROEHC be made up of three operating units: the Office of the Director, the Educational Programs Unit, and the Educational Evaluation Center for Handicapped Children.

* It is recommended that ROEHC provide whatever aid is possible to the current attempt to establish the Instructional Materials Center that is being carried out by a group of Montgomery County school officials, agency personnel, and citizens.

THE ASSISTANT SUPERINTENDENT OF PUPIL PERSONNEL SERVICES

The Assistant Superintendent of Pupil Personnel Services has shown a clear commitment to high quality education for handicapped children and has supported the concept of a structured regional approach to programming, particularly through his interest in the present study. His background in special education and pupil services makes him particularly competent to give leadership in moving forward to carry out the recommendations of this project. Furthermore, he has developed relations with the school officials in the area and in the State Department of Education who will be instrumental in taking the next steps to establish ROEHC. Finally, this position is represented on the Dayton Superintendent's planning and decision-making councils and has access through the Superintendent to the Dayton Board where many of the critical decisions necessary to the development of ROEHC will be made.

The Assistant Superintendent, as illustrated in Chart I, may move through any of at least five channels, three of which are primary: up to the Superintendent and through that office to the Dayton Board and citizens; out to the ROEHC Council of Representatives and the Committee of Directors and through them to the boards, school officials, and citizens of participating districts; and down to the ROEHC Administrator and the staff of ROEHC.

The secondary channels are to other departments in the Dayton school organization and to other divisions within the Pupil Personnel Department. Through these channels, he can call upon many resources of the Dayton City Schools and community in supporting the ROEHC program. Similarly, the flow in each case can move in the opposite direction, whereby those representing the offices shown on the chart can have an impact on the decisions of the Assistant Superintendent.

THE COUNCIL OF REPRESENTATIVES AND COMMITTEE OF DIRECTORS

These very important bodies, the Council and the Committee, have highly important responsibilities, as discussed in Section 2 of this report. Two crucial questions relative to where they fit into the Dayton City school organization are:

> What is the nature of their relationship to the Assistant Superintendent?
>
> What is their relationship to the ROEHC Administrator?

Indeed, it is desirable that they be seen as more than advisory to the Assistant Superintendent; yet, to preserve the integrity of that office (responsible only to the Dayton Superintendent and the School Board), a dotted line is used in Chart II to define the relationship. The solution, for the immediate future at least, will reside in the quality of the relationship between the Assistant Superintendent and the Council and the Committee. It seems desirable that consideration be given to the Assistant Superintendent's being one of the Dayton representatives on the Council of Representatives and that he be made Chairman of the Committee of Directors.

CHART I

PLACEMENT OF THE REGIONAL OFFICE FOR EDUCATING HANDICAPPED CHILDREN WITHIN THE DAYTON CITY SCHOOL ORGANIZATION

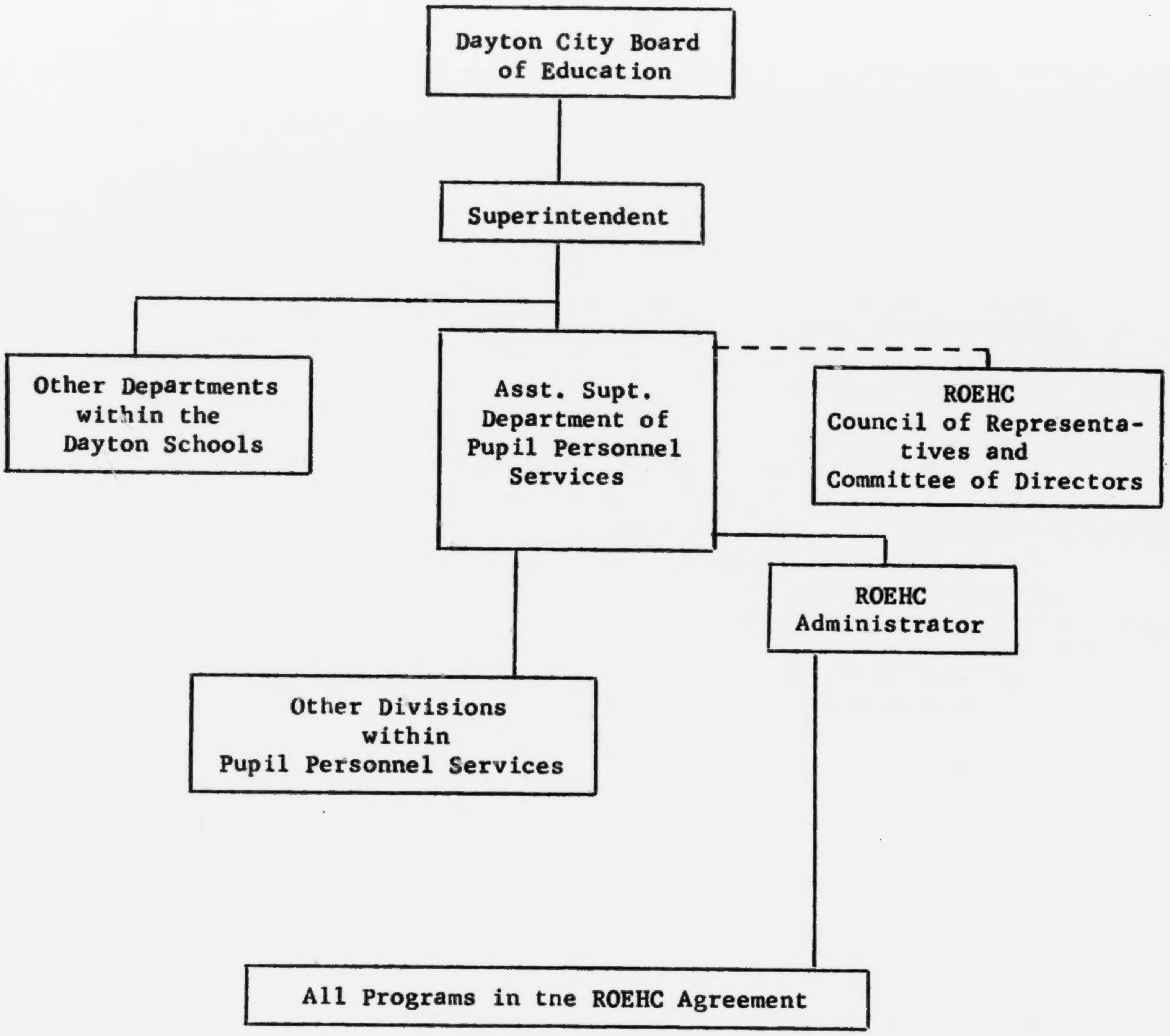
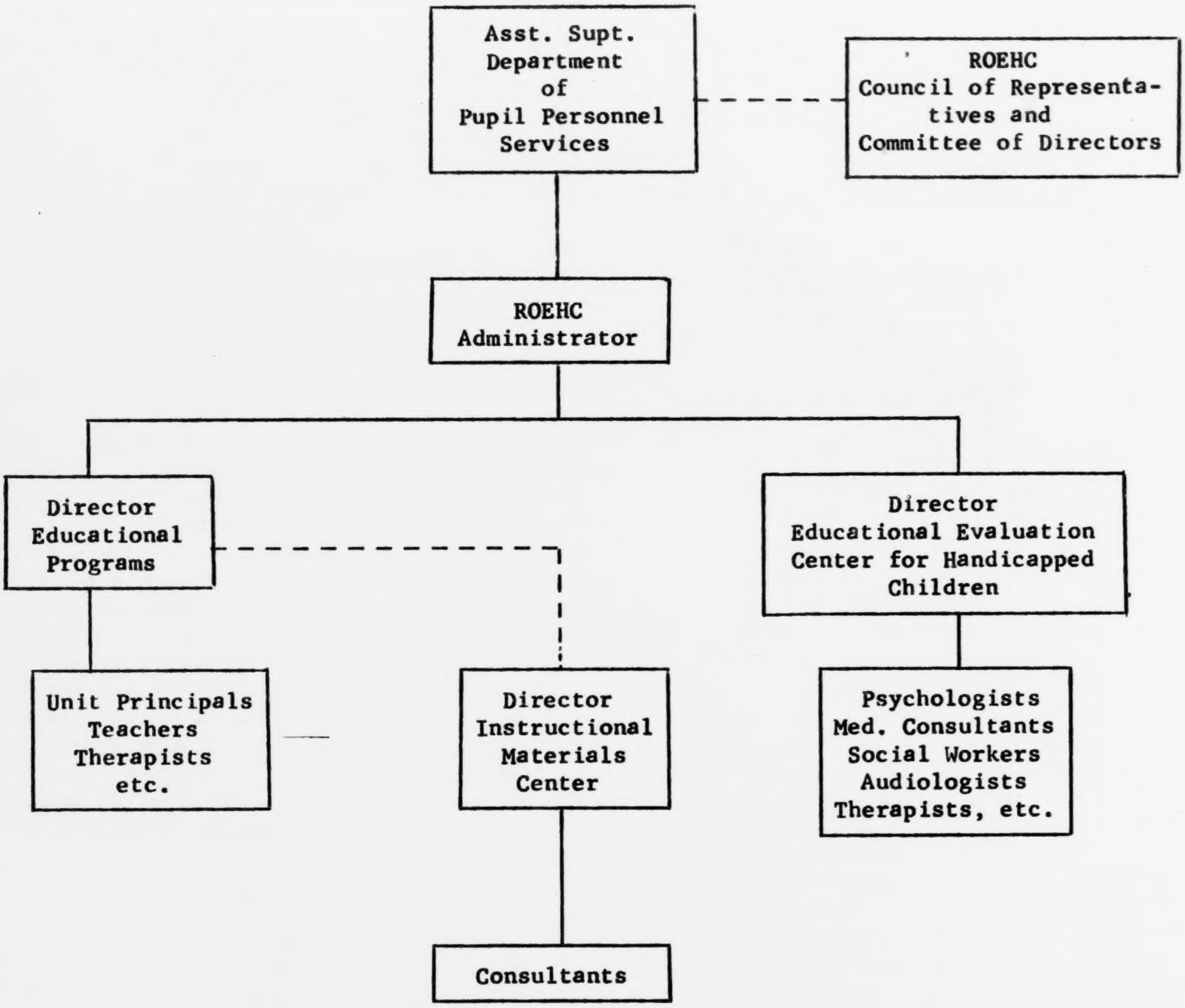

Dayton City Board of Education
Superintendent
Other Departments within the Dayton Schools
Asst. Supt. Department of Pupil Personnel Services
ROEHC Council of Representatives and Committee of Directors
ROEHC Administrator
Other Divisions within Pupil Personnel Services
All Programs in tne ROEHC Agreement

CHART II

STAFF RELATIONSHIPS WITHIN THE
REGIONAL OFFICE FOR EDUCATING HANDICAPPED CHILDREN


Asst. Supt.
Department
of
Pupil Personnel
Services
ROEHC
Council of Representatives and
Committee of Directors
ROEHC
Administrator
Director
Educational
Programs
Director
Educational Evaluation
Center for Handicapped
Children
Unit Principals
Teachers
Therapists
etc.
Director
Instructional
Materials
Center
Psychologists
Med. Consultants
Social Workers
Audiologists
Therapists, etc.
Consultants

It is very important that the Council, and particularly the Committee of Directors, be "blue ribbon." They need to be persons who are viewed in their respective districts as leadership people, for the level of interest and involvement shown by local school officials in ROEHC will be heavily dependent on how the representatives view and discharge their responsibilities.

These representatives should be from among Board members and top and second level administration positions. If a lesser level position is to represent a district, the appointment should be accompanied by a clear (hopefully written) statement that the person represents his superiors. Such a contingency could occur if district officials desire to be represented by a staff member who possesses technical competence in special education. All districts within the five-county area should be invited to participate by appointing two representatives.

The relationship between the Council and Committee and the ROEHC on a formal basis, as is shown in Chart I, is through the Assistant Superintendent. In practice, a great deal of direct interaction will be with the Director as day-by-day activities are carried out.

THE ROEHC ADMINISTRATOR

An obviously critical position in the ROEHC organizational structure is its administrator. The title for this position should be Director, or whatever other term is used by the Dayton Board to designate the middle management level immediately responsible to an Assistant Superintendent. In future deliberations, those responsible may wish to develop a specialized title, such as Executive Director. The merit in such a suggestion is in making the position somewhat different than the typical directorship within Dayton in order to highlight its regional responsibility. The project staff advises against the use of the terms coordinator or supervisor for this position. It is an administrative responsibility, not merely one of coordination or supervision. In our judgment, some of the difficulties now being experienced in the present program can be accounted for by the subordinate level of placement of the program in the Dayton organization. The program is now set up as the responsibility of a Supervisor who additionally is responsible for all other special education programs. This limits his efforts primarily to management, with little time for leadership and program development. It seems appropriate to point out that leadership of unusual strength has been shown in this position to date. Otherwise, problems would have been more severe; and without this leadership, there might not have been the foresight to call for the present study.

Two major tasks that the Director will have to deal with are welding the units and personnel into a unified, smoothly functioning operation and that of handling day-to-day relations with the participating districts.

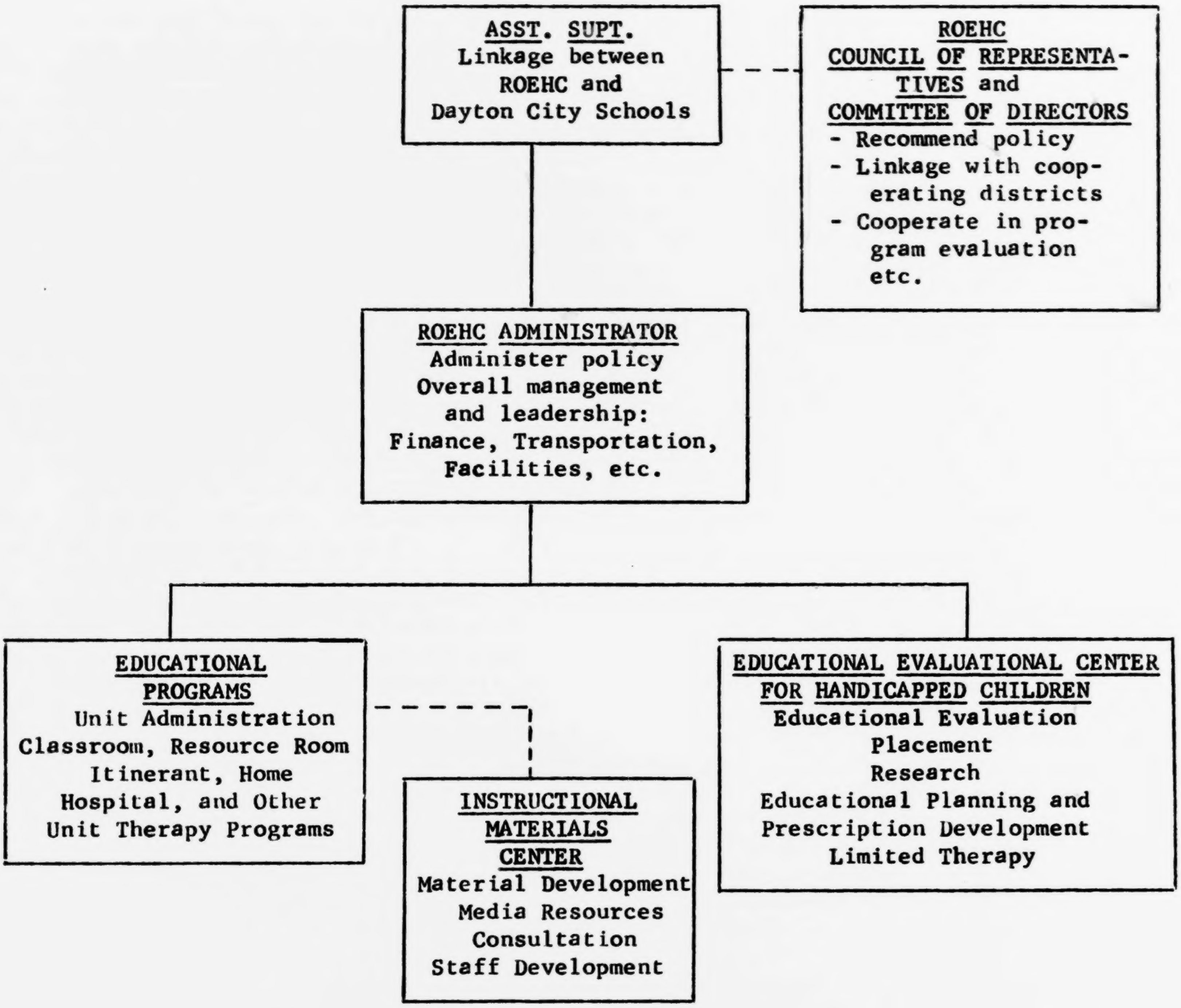
The Director should be assigned responsibility for the management of ROEHC operations and for providing leadership to the staff. He should report directly to the Assistant Superintendent of Pupil Personnel Services and through him to the Council of Representatives and the Committee of Directors. In addition to the managerial responsibilities, shown on Chart III, he should have considerable responsibility for the staffing sequence: determination of need, recruitment, assignment, evaluation, and development.

The Educational Program Unit, the heart of the program, is the unit through which instruction is delivered to the children. It is presently operational. Although the present study is intended to have an impact on this unit and on the problems and needs manifested there, it is not a focus of this effort. However, unless this unit is an effective one, there is little point in either of the other two units. Essentially, their existence is to facilitate what occurs through the programs offered to children. In other words, the success of the ROEHC and the Director, in a very large measure, is determined by what the educational program unit accomplishes with children.

Section 5 of the report treats the Educational Evaluation Center for Handicapped Children, the third unit. The only need here is to show where it fits into the organizational scheme, responsible to the ROEHC Director.

CHART III

RELATIONSHIP OF FUNCTIONS WITHIN THE REGIONAL OFFICE FOR EDUCATING HANDICAPPED CHILDREN


ASST. SUPT.
Linkage between ROEHC and Dayton City Schools
ROEHC COUNCIL OF REPRESENTATIVES and COMMITTEE OF DIRECTORS
- Recommend policy
- Linkage with cooperating districts
- Cooperate in program evaluation etc.
ROEHC ADMINISTRATOR
Administer policy
Overall management and leadership:
Finance, Transportation, Facilities, etc.
EDUCATIONAL PROGRAMS
Unit Administration
Classroom, Resource Room
Itinerant, Home
Hospital, and Other
Unit Therapy Programs
INSTRUCTIONAL MATERIALS CENTER
Material Development
Media Resources
Consultation
Staff Development
EDUCATIONAL EVALUATIONAL CENTER FOR HANDICAPPED CHILDREN
Educational Evaluation
Placement
Research
Educational Planning and Prescription Development
Limited Therapy

SECTION 10

SUMMARY AND NEXT STEPS

In this final section of the report, our recommendations are listed. Next steps to implement the study are then presented.

This project has been concerned with a regional plan for the administration of an education program for physically handicapped children in the Dayton-Miami Valley area. The end product of this study is a written set of suggestions (guidelines) focusing on organization and management. During the conduct of this study, an attempt was made to work as closely as time and finances permitted with key persons in the Dayton-Miami Valley region and in the Ohio State Department of Education who will "make the difference" if the project recommendations are to be moved forward into operation.

A SUMMARY OF RECOMMENDATIONS

The recommendations presented in the following pages point out directions the project staff believes this program should take and how responsibilities and finances should be handled. They are the major project recommendations as they appear in Sections 1 through 9. Other secondary and supportive suggestions are found in the text also.

Chief among our suggestions is the establishment of an Office for educating deaf, blind, and crippled children that is formally organized and structured as a regional authority. It is herein called REGIONAL OFFICE FOR EDUCATING HANDICAPPED CHILDREN and referred to in the report as ROEHC (pronounced ROE-CEE).

* ROEHC should be established to provide educational programs and services for physically handicapped children from a five-county area--Darke, Greene, Miami, Montgomery, and Preble.

* Responsibility for administering ROEHC should be placed with the Dayton City Board of Education at this time. However, it should be seen as a cooperative arrangement as provided under Ohio Code, Section 3313.92 with joint district authority and responsibility detailed in a written contract.

* Other alternatives for placing responsibility for ROEHC may be made available through new legislation. Over the long range these might offer better solutions to needs and problems, and this possibility should be carefully watched.

- The written contract or agreement should provide for a Council of Representatives that would be made up of delegates from each of the participating districts, and for a Committee of Directors to be elected from among Council members.

- Among others, the following arrangements must be made clear in the agreement: the purpose of the agreement, membership in ROEHC, financial and property responsibilities, eligibility of children for placement in the program, and the responsibilities and prerogatives of participating districts.

- The makeup of the Council of Representatives and Committee of Directors must reflect the ROEHC intent to be truly regional in character. Their major responsibilities should be clearly spelled out in the agreement or in supporting documents.

- A heavier share of the cost of educating deaf, blind, and crippled children should be borne by the state than is presently the case. If the state does nothing to provide a more equitable support program, ROEHC should arrange for some of its programs to be operated in districts that receive a larger share of foundation support than Dayton does.

- ROEHC should operate on a shared cost basis, with formula for calculating each participating district's contributions detailed in the written agreement or in supporting documents.

- One person within ROEHC should be assigned responsibility for administering the finances of the Office. Another, probably the Director, should work actively to obtain special funds to underwrite the expensive programs.

- For the short term, the project staff recommends that each participating district provide its own transportation arrangements and that ROEHC assume responsibility for coordinating the region-wide program.

- ROEHC transportation coordination efforts should include: monitoring routes and schedules, providing an information and consultation service, and conducting evaluation and research studies.

- For the long term, a centrally-operated regional program of transportation may provide workable and economic solutions while offering maximum safety, convenience, and educational benefits for the children. This prospect will require a careful watch to see whether the state offers any significant support for new approaches, and it will require that ROEHC officials conscientiously study the problems.

- An Educational Evaluation Center for Handicapped Children should be established to operate as a unit within ROEHC.

- The Center should serve a variety of purposes of which two are primary: Educational Evaluation--development of educational plans and prescriptions for children seen in the Center, and Educational Placement--formation of decisions regarding which children should be placed in ROEHC programs and which could be more appropriately provided for in their own home school setting.

- The project staff recommends that ROEHC maintain a planned, systematic community education and information program and that it involve parents and community people in carrying out the program.

- It is recommended that parents and community representatives be encouraged to become involved in the education of the children through participation on advisory groups and as support personnel, teacher aides, child aides, parent educators, and the like.

- The project study recommends that the administration have a definite program toward community education and information, with responsibility definitely placed and time allotted for it.

- A close working relationship between the school and the helping agencies and professionals needs to be maintained through a planned program. The study group recommends agency representatives and professionals be included on ROEHC working committees.

- The ROEHC should, with the cooperation of all participating school districts and the aid of community agencies, operate a registry and continuing census of physically handicapped children for the Dayton-Miami Valley Region.

- Over the long range and in cooperation with the Metropolitan Dayton Educational Cooperative Association, ROEHC should expand its direction toward operating a student information system, to be used in instruction and student development (pupil personnel services), as well as for making administrative decisions.

- School facilities for handicapped children, as for all children, should be located to keep to a minimum the travel necessary between the child's residence and the school.

- Facilities should be located to provide convenient access to other resources necessary for providing a comprehensive educational program, e.g., work-study placements, sheltered workshops, medical facilities, recreation, etc.

- Facilities for handicapped children should be located to take advantage of transportation opportunities. This would include consideration of proximity to public transportation routes; proximity to high-speed, limited-access highways; and consideration for future planned transportation in the region.

- It is recommended that ROEHC for the short range fit into the Dayton Board at the level of the Assistant Superintendent and be assigned as a responsibility of the Assistant Superintendent of Pupil Personnel Services.

- It is recommended that ROEHC be made up of three operating units: the Office of the Director, the Educational Programs Unit, and the Educational Evaluation Center for Handicapped Children.

- It is recommended that ROEHC provide whatever aid is possible to the current attempt to establish the Instructional Materials Center that is being carried out by a group of Montgomery County school officials, agency personnel, and citizens.

NEXT STEPS

This report will have absolutely no effect on the handicapped children (they were not involved in it, will not read it, and it does not offer immediate solutions to any of their educational needs) if some next steps are not taken. If its impact is to "get to" them and to their parents, if it is to make any change in the education of the handicapped children in the Dayton-Miami Valley region, there must be an agenda for action. Fortunately, these children are receiving a program and have been for years, thanks principally to the concern of the Dayton Board of Education. So, the next steps need not be seen as a crash operation. Neither, however, should these considerations be approached leisurely, for the present organization and facilities have been pressed.

In moving toward implementation it is assumed that significant action people have read the report--members of the Title VI Planning and Coordinating Committee, Dayton School Officials, and representatives from participating districts. It is not necessary that agreement with the recommendations be had but that they be used as a "springboard" to action. The present study has been part of an Initial Planning Phase.

The Developmental Phase could begin with the appointment of a ROEHC Director by the Dayton Board and, simultaneously, the designation of an Ad Hoc ROEHC Council of Representatives and Committee of Directors. Two key factors here are 1) a commitment to move forward by the Dayton Administration and Board, as evidenced through the appointment of a Director, and 2) a demonstration of intentions by participating districts through the appointment of key local officials to the Ad Hoc Council.

The Director, with the assistance of the Council and committees of the Council, should draft guidelines for the operation of ROEHC and begin the process of writing an Agreement. At this stage, an attorney becomes an important addition to the operation. It is also seen important that the Assistant Superintendent for Pupil Personnel Services from Dayton be heavily involved. Consideration should be given to his appointment as Chairman of the Ad Hoc ROEHC Committee of Directors. As noted in Section 9, that position constitutes the major link between the Dayton Superintendent and Board and the participating districts. Additionally, close liaison with the finance officer of the Dayton Board becomes important.

The next and equally critical step is moving through the process of developing the Agreement with the participating districts. At the same time attention needs to be given to establishing within ROEHC the organizational structure to insure the terms of the Agreement. The location of the ROEHC headquarters should be set with clerical personnel designated and office procedures established. The financial requirements of budgeting, accounting, billing and reporting should be arranged. Also, with the approval of the contract, titles designated should be established. For example, the Ad Hoc Council and Committee should be disolved and replaced by the Representative Council and Committee of Directors.

With the signing of the Agreement and when the requirements of Section 3313.92 have been met, particularly approval of the Agreement by the State Superintendent of Public Instruction, ROEHC moves to the Operational Phase.

As responsibility shifts to a ROEHC operation, the ROEHC Director should move to deal with the managerial aspects of the program described throughout the study--the development of a transportation coordination system, and a program for the education and information of parents and community, the initiation of a registry and census of handicapped children, and the proposal for the establishment of an Educational Evaluation Center for Handicapped Children.

As to the future, we would optimistically hope that new services could result because of better management techniques and technological advances. We would look to the employment of additional administrative, clerical and professional personnel as growth indicates and prudent budgeting allows. A periodic re-examination of population, programming, regulations, and districts should be mandated and a flexibility retained to meet the need for changes.

As funding changes occur and legislative action allows for new directions, the leadership of ROEHC should assess their value and potential impact and be ready to make some hard recommendations and decisions.

Fortunately, there is considerable momentum within the present special educational program for physically handicapped children. While all these plans were being brought to operation the programs must continue; the children will go on receiving high quality instruction and the staff must operate as usual. Care should be taken during this period to keep the personnel presently in the program well informed and up-to-date. Furthermore, their needs for continuing staff development are important and should continue but increasingly be brought under the leadership of RSEO.

The staff and program leadership will hopefully be working together toward a better program for the deaf, blind, and physically handicapped of the region.

APPENDIX A

OHIO LAW SECTION 3313.92
JOINT BUILDING PROJECTS, INCLUDING SCHOOLS FOR HANDICAPPED CHILDREN

(A) The boards of education of any two or more school districts may, subject to the approval of the superintendent of public instruction, enter into agreements for the joint or co-operative construction, acquisition, or improvement of any building, structure, or facility benefiting the parties thereto, including, without limitation, schools and classrooms for the purpose of Chapter 3323, of the Revised Code, and for the management, operation, occupancy, use, maintenance, or repair thereof, or for the joint or co-operative participation in programs, projects, activities or services in connection with such buildings, structures, or facilities.

(B) Any agreement entered into under authority of this section shall, where appropriate, provide for:

(1) The method by which the building, structure, or facility shall be constructed, acquired, or improved and by which it shall be managed, occupied, maintained, and repaired, and specifically a designation of one of the boards of education to take and have exclusive charge of any and all details of construction, acquisition, or improvement, including any advertising for bids and the award of any construction or improvement contract pursuant to the law applicable to such board of education;

(2) The manner in which the title to the buildings, structures, or facilities, including the sites and interests in real estate necessary therefor, is to be held by one or more of such boards of education;

(3) The management or administration of any such programs, projects, activities, services, or joint exercise of powers, which may include management or administration by one of said boards of education;

(4) The manner of apportionment or sharing of all of the costs, or specified classes of costs, including without limitation costs of planning, construction, acquisition, improvement, management, operation, maintenance, or repair of such buildings, structures, or facilities, or of planning and conducting such programs or projects, or obtaining such services, which apportionment or sharing may be based on fixed amounts, or on ratios or formulas, or effected through tuitions to be contributed by the parties or in such manner therein provided.

(C) Any agreement entered into under authority of this section may provide for:

(1) An orderly process for making determinations as to planning, execution, implementation, and operation, which may include provisions for a committee, board, or commission, and for representation thereon;

(2) Securing necessary personnel, including participation of teachers and other personnel from the respective school districts;

(3) Standards or conditions for the admission or participation of students and others, including students from other school districts;

(4) Conditions for admittance of other school districts to participation under the agreement;

(5) Fixing or establishing the method of determining special charges to be made for particular services or materials;

(6) The manner of amending, supplementing, terminating, or withdrawal or removal of any party from the agreement, and the term of the agreement or an indefinite term;

(7) Designation of the applicants for or recipients of any state, federal, or other aid, assistance, or loans available by reason of any activities conducted under the agreement;

(8) Designation of one or more of the participating boards of education to maintain, prepare, and submit, on behalf of all parties to the agreement, any or all records and reports with regard to the activities conducted under the agreement, including without limitation those required under sections 3301.14, 3313.50, 3319.32 to 3319.37, inclusive, 3321.12, 3323.08, and 3323.13 of the Revised Code;

(9) Such other matters as the parties thereto may agree upon for the purposes of division (A) of this section.

(D) For the purposes of paying or contributing its share under an agreement made under this section, a board of education may:

(1) Appropriate any moneys from its general fund, and from any other funds not otherwise restricted by law, including funds for permanent improvements of such board of education where the contribution is to be made toward the cost of permanent improvements under the agreement;

(2) Issue bonds, and notes in anticipation thereof, under sections 133.01 to 133.65, inclusive, and section 3311.20 of the Revised Code for any permanent improvement, as defined in section 133.01 of the Revised Code, to be provided under such agreement;

(3) Levy taxes, and issue notes in anticipation thereof, under Chapters 3311. and 5705. of the Revised Code pertaining to such board of education, provided that the purpose of such levy may include the provision of funds for either or both permanent improvements and current operating expenses required as the share of such board of education under such agreement;

(4) Contribute real and personal property for use under such agreement without necessity for competitive bidding on disposition of such property.

(E) Funds provided by the parties to an agreement entered into under this section, whether by appropriation, the levy of taxes, the issuance of bonds or notes, or otherwise, shall be transferred to and placed in a separate fund or funds of such participating board of education as is designated for such purpose under the agreement, shall be appropriated to and shall be applied for the purposes provided in such agreement, and shall be subject to audit and inspection and, pursuant to any determinations to be made as provided under such agreement, shall be deposited, invested and disbursed under the provisions of law applicable to the board of education in whose custody said funds are held; and the records and reports of such boards of education under Chapter 117. of the Revised Code with respect to said funds shall be sufficient without necessity for reports thereon by the other boards of education participating under such agreement.

(F) As used in this section, "construction, acquisition, or improvement of any building, structure, or facility" also includes acquisition of real estate and interests in real estate therefor, site improvements, and furniture, furnishings, and equipment therefor. Buildings, structures, or facilities constructed, acquired, or improved under this section may, subject to the agreement be used for any lawful purpose by each party so long as the use thereof is an authorized proper use for that party.

(G) Any agreement entered into under this section shall be subject to any laws hereafter enacted making express reference therein to this section and requiring the transfer of any functions exercised or properties held under such agreement to any public officer, board, or body heretofore or hereafter established, or requiring the termination of such agreement, or otherwise affecting the same.

(H) The powers granted in this section are supplementary to, and not in derogation of or restriction upon, all other powers of boards of education of school districts, and are to be liberally construed to permit the achievement of the objectives of this section and to permit the boards of education to take advantage of federal grant and loan programs, provided that the exercise of such powers shall be subject to such inspection and regulation as would be applicable if exercised under any other provision of the Revised Code.

APPENDIX B

THE MAYFIELD MULTI-DISTRICT AGREEMENT

CERTIFICATE

As to Agreement regarding a School for Hearing Impaired Children, Under Section 3313.92, Ohio Revised Code.

The undersigned, Clerk-Treasurer of the Board of Education of the Mayfield City School District, Cuyahoga County, Ohio, does hereby certify with regard to the aforesaid Agreement dated as of February 1, 1968, as follows:

(1) Attached hereto is a true copy of such Agreement, which Agreement, pursuant to Section 17 thereof, was signed in separate counterparts by each of the "Participating School Districts" identified therein;

(2) Each of said separate counterparts is on file in the office of the Clerk-Treasurer of the Mayfield City School District;

(3) The attached copy of said Agreement has been conformed to show the manner in which such separate counterparts are signed and the relevant dates pertaining thereto and to show the approval by the Superintendent of Public Instruction of the State of Ohio, as it appears on one of said counterparts;

(4) Each of the aforesaid counterparts, executed on behalf of the respective Participating School Districts, has attached thereto a certificate of the Fiscal Officer as to the availability of funds, in the manner provided by Section 5705.41 of the Revised Code of Ohio;

(5) The School Districts on behalf of whom the Agreement has been signed as shown by the attached conformed copy thereof are all of the Participating School Districts as defined in Section 1(b) of the Agreement, the Boards of Education of which comprise all of the parties to the Agreement.

IN WITNESS WHEREOF I have signed this certificate this ____ day of ________________, 19__.

Appropriately Signed

AGREEMENT

Regarding a School for Hearing Impaired Children,
Under Section 3313.92, Ohio Revised Code

THIS AGREEMENT made as of the 1st day of February, 1968 by and among the Boards of Education of the Participating School Districts identified below, on behalf of whom their duly authorized officers have signed below:

WHEREAS, Section 3313.92 of the Revised Code of Ohio was enacted by Amended Senate Bill No. 303 in the 107th Session of the Ohio General Assembly, became effective November 21, 1967, and provides, in general, that the boards of education of any two or more school districts may, subject to the approval of the Superintendent of Public Instruction, enter into agreements for the joint or cooperative construction, acquisition or improvement of any building, structure or facility benefiting the parties thereto, including, without limitation, schools and classrooms for the purpose of Chapter 3323 of the Revised Code, and for the management, operation, occupancy, use, maintenance or repair thereof, or for the joint or cooperative participation in programs, projects, activities or services in connection with such buildings, structures or facilities; and

WHEREAS, the parties hereto desire by this Agreement to provide for the construction, management, operation, use, maintenance, and repair of the Project hereinafter more particularly identified, being an elementary school for hearing impaired children;

NOW, THEREFORE, it is agreed as follows:

Section 1. Definitions. As used in this Agreement, the following words have the following meanings:

(a) "Agreement" means this Agreement as the same may be amended, modified or supplemented in accordance with Section 14 hereof.

(b) "Participating School District" means a school district, including the Mayfield City School District, the board of education of which is authorized by Section 3313.92 of the Ohio Revised Code to enter into this Agreement, has by resolution duly approved this Agreement, and whose duly authorized officers shall have signed this Agreement on its behalf at the invitation of the Board of Education of the Mayfield City School District, or its authorized officer, not later than the date prescribed by Mayfield for such purpose, so long as such school district shall continue to have a Facilities Contribution hereunder, and includes any school district which succeeds by law to jurisdiction over all or part of the territory of a former Participating School District and to whom, pursuant to the terms of such succession, all of the Facilities Contribution of such former Participating School District has been assigned.

(c) "Mayfield" means the Board of Education of the Mayfield City School District, in Cuyahoga County, Ohio, its successor, if any, which succeeds to its jurisdiction over the territory comprising all of the present Mayfield City School District or that part thereof in which the Millridge Elementary School is situated, and any officer or officers thereof to whom Mayfield has delegated an applicable function of Mayfield under this Agreement.

(d) "Advisory Committee" means the Committee established under Section 13 of this Agreement.

(e) "Project" or "School" means a school for eligible hearing impaired children providing instruction from nursery through grade six, consisting originally of a new building with classrooms, appurtenant rooms and facilities, equipment and furnishings, situated on a site presently owned by Mayfield and adjacent or attached to the existing Millridge Elementary School building.

(f) "Project Costs" means all costs of planning, constructing, equipping and furnishing the Project incurred by Mayfield, including, but without limitation thereto, all costs under construction contracts, and costs of site improvements, access drives, utility connections, architectural, engineering, legal and administrative expenses, including all such costs and expenses incurred in the formulation of this Agreement, but excluding costs of operating the School.

(g) "Eligible hearing impaired children" means children of appropriate age for nursery through grade six instruction who are deaf or handicapped by reason of hearing impairment, who are eligible for such special instruction under standards established by or under authority of the State Board of Education, and on account of whom, or classroom units for whom, special aid is provided by the State of Ohio.

(h) "Facilities Contribution" means the aggregate amount contributed by each Participating School District, obtained by adding together (a) its share of the Project Costs determined under Section 3, (b) additional amounts which it has contributed under Section 10 hereof, and (c) the amount of Facilities Contribution including this clause (c), transferred to it by any other Participating School District pursuant to Section 16 thereof.

Section 2. Construction of the Project. Mayfield is designated as the Participating School District to take and have exclusive charge of the construction of the Project, including the making of all contracts for architectural and engineering services, advertising and entering into all construction contracts, acquisition of equipment and furnishings, and the obtaining of such other services, materials and rights and incurring such other expenses as may be appropriate for the Project. Provided, however, that nothing in this Agreement shall be deemed to obligate or render liable any Participating School District to pay any sum except as is specifically provided for under this Agreement.

Mayfield shall retain qualified architects for the Project and shall cause the Project to be constructed in accordance with plans and specifications prepared by them and approved by Mayfield and the Advisory Committee, provided that change orders not affecting the capacity of the School may be made in the sole discretion of Mayfield.

Section 3. Apportionment of Project Costs. The required contribution toward the Project Costs by each Participating School District shall be the product of multiplying Four Dollars ($4.00) times the average daily membership of such school district for the first full school week in the month of October 1966, as certified to the State Board of Education pursuant to Section 3317.03 of the Ohio Revised Code.

If the aggregate of such contributions shall be less than the Project Costs, as computed by Mayfield and confirmed by the Advisory Committee upon or prior to the opening of construction bids, Mayfield shall promptly notify in writing each other Participating School District of such Project Costs and the amount of such deficiency and of the amount per October 1966 average daily membership of all Participating School Districts required to meet such Project Costs, whereupon, each Participating School District shall have the opportunity, but shall not be obligated, to revise its contribution to the amount stated in such notice and deliver to Mayfield its written commitment to such effect within fifteen (15) days after such notice by Mayfield.

If the aggregate of contributions as determined under the first paragraph of this section and as revised within the time aforesaid aggregate less than such redetermined Project Costs, Mayfield may, in its sold discretion, accept further commitments from any of the Participating School Districts or make further commitment itself prior to the time for awarding construction contracts.

If commitments, together with any gifts or grants received by Mayfield for such purpose, sufficient to meet the Project Costs, as the same may be redetermined as aforesaid, are not received by Mayfield, or if funds sufficient therefor are not in the construction fund, by the last day for awarding construction contracts, Mayfield shall reject all bids and, subject to direction by the Advisory Committee, Mayfield may readvertise or redesign and readvertise the Project; provided that if construction contracts are not awarded within six (6) months after the original construction bid opening, Mayfield shall, after paying all Project Costs to date, refund prorate, on the basis of the respective contributions theretofore made, the balance of moneys remaining in the construction fund provided for in Section 4 hereof and this Agreement thereupon shall terminate. If the Project is so readvertised for bids, the revised commitments theretofore received or made by Mayfield shall be binding for the purpose of awarding contracts within such six month period.

Each Participating School District shall pay its contribution toward the Project Costs to Mayfield for credit to the construction fund provided for in Section 4 as follows: fifteen percent (15%) thereof within ten (10) days after signing this Agreement or within such additional time as Mayfield may allow for unusual circumstances; and the balance within twenty (20) days after opening construction bids.

Section 4. Construction Fund. Mayfield shall establish a separate special fund as a construction fund for the Project, into which it shall deposit all moneys received from the Participating School Districts as their share of the Project Costs, including Mayfield's share. Moneys in the construction fund shall be used by Mayfield solely for the purpose of paying Project Costs. Until needed for such purposes, such moneys may be invested and reinvested by Mayfield as provided in Section 135.141 of the Revised Code, and any earnings therefrom shall be credited to such fund.

After completion of the Project and the payment of all Project Costs, the balance, if any, remaining in the construction fund shall be distributed as follows: (a) all of such balance, but not exceeding five percent (5%) of the aggregate of all contributions toward the Project Costs shall be transferred to the replacement and improvement fund established under Section 9 of this Agreement, and (b) any remaining balance shall be returned to the Participating School Districts prorate on the basis of their contributions to the construction fund.

Section 5. Management and Operation of School. Subject to the provisions of this Agreement and applicable laws, Mayfield shall have full charge of the management and administration of the School and the program conducted therein. The School shall be used exclusively for the education of eligible hearing impaired children, except to the extent and upon such terms as may be approved by the Advisory Committee, provided that nothing shall be authorized to interfere with the program of educating eligible hearing impaired children from Participating School Districts. Mayfield shall administer and operate the School within applicable standards of the State Board of Education and policies of the Division of Special Education of the State Department of Education, adopted according to law and relevant to programs and services for hearing impaired children.

Section 6. Priority of Placement; Capacity of School. The Participating School Districts shall have the right to place all eligible hearing impaired children resident in their districts in the School so long as the capacity of the School permits, and shall have the right of priority of such placement over any school district which is not a Participating School District. If, under conditions provided in Section 8 of this Agreement, a student from other than a Participating School District is enrolled in the School and the place occupied becomes needed by a student from a Participating School District, such student from other than the Participating School District shall not be re-enrolled in the School for any subsequent school year in which the space is needed for a student from a Participating School District.

Notwithstanding any other provision of this Section 6, a Participating School District shall have the right to have placed at the appropriate level of the School all those children from its district sho were enrolled in the East Cleveland elementary program for the deaf at the end of the school year immediately preceding the commencement of operations of the School, and in each school year thereafter each such Participating School District shall have the right to have an eligible hearing impaired child residing in its district who has been enrolled in the School at the end of the preceding school year, continued in enrollment in the School at the appropriate level.

In the event that the number of eligible hearing impaired children who are residents of all the Participating School Districts shall exceed the full capacity of the School, the Participating School Districts will, upon recommendation of the Advisory Committee, consider the advisability of enlarging the School or providing for an additional hearing center on the basis of contributions therefor from each Participating School District related to its average daily membership in the most recent October, as provided under Section hereof, with a good faith effort, within practical and financial limitations, toward solution of the problem.

Until such solution, and only in the event that such demands from Participating School Districts exceed the capacity of the School, each Participating School District shall have the right to have eligible hearing impaired students from its district placed in the School under the following procedures:

(a) Annually, sufficiently in advance of the school year, Mayfield shall determine, and the Advisory Committee shall confirm, the capacity (i.e. maximum practical number of student places) of the School for such next school year;

(b) Provision shall first be made for enrollment during such next school year of all eligible hearing impaired children residing in Participating School Districts who were enrolled in the School at the end of the preceding school year;

(c) There shall be computed for each Participating School District its Placement Quotient determined by multiplying its Facilities Contribution by the number of student places determined under (a) and dividing by the aggregate of Facilities Contributions of all Participating School Districts;

(d) Among the Participating School Districts, priority of placement in filling student places not occupied under clause (b) will generally be accorded in order of the lowest to the highest of their respective ratios of number of students already admitted to the School from their respective districts to their respective Placement Quotients;

(e) The procedures under clauses (c) and (d) are intended as general rules of guidance to achieve a measure of fairness among Participating School Districts, with recognition that they cannot be applied with absolute precision, and accordingly, Mayfield is vested with full authority to control enrollment upon variations as may be consistent with the objective of achieving fairness over the years, including recognition of practical limitations on enrollments from a given Participating School District in the nursery years in view of the necessity for continuing such students in future years, and other practical aspects relating to the students and the School.

Section 7. Apportionment of Operating Costs. The costs of operation, maintenance, repairs, replacements and improvements shall be allocated, pursuant to Section 3313.92 (B) (4) of the Revised Code, in accordance with the following formula. Each Participating School District shall pay to Mayfield annual amounts (to be billed in such installments as determined by Mayfield) equal to (a) tuition at Mayfield computed pursuant to provisions of Section 3323.10 of the Revised Code plus (b) an amount computed pursuant to the provisions of Section 3323.11 of the Revised Code, including costs of shared facilities and programs, (i) provided that there shall not be included in the costs from which such calculations are made any amount for depreciation of facilities for which a Facilities Contribution was made and (ii) provided further that there shall be included among the excess costs from which computation is made under Section 3323.11 an annual amount not to exceed one percent (1%) of the total of all Facilities Contributions. The foregoing references to provisions of Section 3323.10 and Section 3323.11 of the Revised Code are merely for convenience in stating the formula agreed upon by the parties, such formula being established by agreement pursuant to Section 3313.92 (B) (4) of the Revised Code.

Section 8. Conditions for Admission of Non-Residents; Annual Charge. Pursuant to Section 3313.92 (B) (4) and (C) (3) of the Revised Code, it is agreed that no student residing in a school district other than a Participating School District shall be enrolled except to fill an unoccupied space which has no early foreseeable demand from a Participating School District (subject to the provisions of Section 6 hereof), nor except on condition that the sending school district pay to Mayfield an annual charge in an amount determined by Mayfield (billed in installments as it may determine), but in no case less than one hundred thirty percent (130%) of the annual per student charges determined under Section 7 for Participating School Districts. Such amount in excess of the charge under Section 7 is hereby determined to be necessary to cover excess costs of instruction at the School by reason of the special facilities provided and to be necessary for the continued successful operation of the School, and shall be applied as provided in Section 9 hereof.

It is the express intention of this Agreement that there shall be no additional Participating School Districts, and no school districts with rights equivalent to them, except for Participating School Districts defined in Section 1 hereof who shall have joined this Agreement within the time prescribed thereunder.

Section 9. Replacement and Improvement Fund. Mayfield shall maintain a special separate fund as a replacement and improvement fund for the School. To such fund there shall be credited (a) that portion of annual charges under Section 8 hereof in excess of the annual charges under Section 7 hereof, and (b) that portion of the amounts charged to Participating School Districts computed by adding up to one percent (1%) to excess costs under Section 7 hereof plus a similarly computed amount from Mayfield, provided that in recognition of the contribution of the building site by Mayfield, Mayfield shall not be required to make any contribution to the replacement and improvement fund until and unless the contribution it would have otherwise made thereto under this provision totals $12,500, and unless other Participating School Districts are then being billed for contributions to such fund. The replacement and improvement fund may be used by Mayfield (a) for repairs of the School and repairs and replacement of equipment and furnishings used in connection therewith, (b) for the acquisition of additional equipment and furnishings, provided that such expenditures shall not exceed $5,000 in any one year without approval of the Advisory Committee, (c) upon approval of the Advisory Committee, for or toward replacement or reconstruction of portions or all of the School building, site improvements or utilities, and extensions and enlargements thereof, and (d) upon approval by two-thirds vote of the Advisory Committee, for meeting special operating expenses for which other funds are insufficient. Until needed for such purposes, the moneys of such fund may be invested by Mayfield in accordance with Section 135.141 of the Revised Code, and any earnings thereon shall be credited to such fund. Notwithstanding authority of Mayfield to utilize the replacement and improvement fund as aforesaid, and without restriction thereon, it is hereby expressed as the hope of the parties that such fund shall be developed to and maintained at a sufficient level to provide for necessary funds to meet extraordinary requirements.

Section 10. Additional Facilities Contribution. In the event that (a) substantial damage to or destruction of the School and the inadequacy of insurance proceeds and other available funds hereunder to provide for replacement or reconstruction, or (b) it shall be determined by Mayfield, with the approval of the Advisory Committee, to make extensions of the School by constructing additional capacity or to acquire substantial equipment for the School at costs in excess of available funds hereunder, the Participating School Districts shall be entitled, but not obligated, to contribute thereto on the basis of their respective most recent October average daily attendance certified to the State School Board, with such adjustments or modifications deemed appropriate by the Advisory Committee. Such amounts of contributions shall be credited to a special fund and used solely for the purpose contributed; the balance, if any, to be transferred to the replacement and improvement fund.

Section 11. Insurance. Mayfield shall maintain fire and extended coverage insurance on the School and contents equivalent to that maintained for the Millridge Elementary School. In the event of damage to or destruction of the School, if the proceeds of insurance and other available funds hereunder are sufficient therefor, Mayfield shall promptly cause reconstruction and replacement to be made therefrom and deposit the balance of insurance proceeds, if any, to the replacement and improvement fund. In the event that reconstruction or replacement is not adequately covered by insurance and sufficient funds are not made available hereunder, so that reconstruction and replacement cannot be achieved to place the School in practical operation as determined by Mayfield, then, provided Mayfield has committeed itself to make its share of additional Facilities Contribution under Section 10 hereof, Mayfield may elect to distribute the aggregate of the insurance proceeds and the balance in the replacement and improvement fund to all other Participating School Districts in proportion to their respective Facilities contributions and upon doing so all rights of other Participating School Districts under this Agreement shall terminate.

Section 12. Legal Title. Legal title to the School and Site thereof shall continue to be in the name of Mayfield, but its operation and use shall be subject to applicable provisions of this Agreement.

Section 13. Advisory Committee. Each Participating School District shall appoint one person to the Advisory Committee for a one-year term, appoint successors for one-year terms, and fill any vacancy caused by the termination of such appointee. There is no limit to the number of terms to which a person may be appointed. Unless he shall be the Mayfield Appointee thereto, the Superintendent of Mayfield shall be an ex officio member of the Advisory Committee with similar rights and privileges to those of other members except that he shall not be entitled to vote as such ex officio member. Each Participating School District shall advise Mayfield in writing of its appointee and successors. The Advisory Committee shall exercise the functions provided for it under this Agreement and otherwise advise and make recommendations to Mayfield concerning the School and its programs. The Advisory Committee may, but need not, adopt rules and appoint officers. Unless otherwise provided by the Advisory Committee, the appointee of Mayfield shall be its chairman and the Clerk of Mayfield, shall be its secretary. In addition to other procedures therefor as may be provided by the Advisory Committee, its meetings may be called upon twenty-four hours written notice by the Superintendent of Mayfield. The affirmative vote in writing or otherwise of a majority of the members of the Advisory Committee (not counting vacancies and not counting Mayfield's appointee in the event he is required by express provision of this Agreement to abstain from voting) shall be sufficient for any purpose except as otherwise provided in this Agreement and except that the affirmative vote of two-thirds of that number shall be necessary for actions of the Committee under Section 10 hereof.

Section 14. Amendments. This Agreement may be modified, amended or supplemented in any respect upon approval of such modification, amendment or supplement by the Superintendent of Public Instruction of the State of Ohio and by the Boards of Education of at least two-thirds of the Participating School Districts and such amendment, modification or supplement shall thereupon become binding upon all Participating School Districts, provided, however, that no Participating School District shall, without its consent, be obligated to increase its Facilities Contribution.

Section 15. Term of Agreement. It is the express intention of the parties that this Agreement shall continue for an indefinite term, but may be terminated by amendment or as otherwise herein provided. Unless otherwise provided herein or by such amendment, upon termination of this Agreement consented to by Mayfield, Mayfield shall pay to each other Participating School District a sum derived by multiplying the appraised value of the School building, excluding land, and all equipment less than ten years old by the Facilities Contribution of such Participating School District and dividing the product by the aggregate of Facilities Contributions of all the Participating School Districts, including Mayfield. Such appraisal shall be made by an appraiser agreed upon by Mayfield and the Advisory Committee (Mayfield's appointee abstaining), and in the absence of agreement then by three appraisers, one appointed by Mayfield, one by the Advisory Committee (Mayfield's appointee abstaining), and the third appointed by the other two. No Participating School District shall be required by or under this Agreement, by amendment or otherwise, to pay any sum upon termination hereof, unless it shall have agreed thereto.

Section 16. Transfer of Facilities Contribution. For the purposes of this Agreement, all or any portion of the Facilities Contribution of a Participating School District may be transferred to another Participating School District upon such terms as the transferor and transferee agree upon, subject to approval of such transfer (not of such terms) by the Advisory Committee and Mayfield in their respective sole discretions, provided that they shall not approve transfer of any Facilities Contribution from any Participating School District to which any Facilities Contribution had been transferred within five years prior thereto. Any request for such approval shall be submitted in writing to Mayfield, shall state the amount of Facilities Contribution to be transferred and shall be signed on behalf of the proposed transferor and transferee Participating School Districts. Mayfield shall verify whether the proposed transferor's Facilities Contribution is at least equal to such amount and shall submit such request to the Advisory Committee for prior action.

Section 17. Effectiveness, and Counterparts of Agreement. This Agreement shall not be effective unless approved by the Superintendent of Public Instruction of the State of Ohio. This Agreement may be signed in separate counterparts on behalf of any one, or more than one, of the Participating School Districts, without necessity for any one counterpart to be signed on behalf of all of the Participating School Districts, and all such separately signed counterparts shall be filed with Mayfield and shall together constitute one Agreement.

Section 18. Notices; Annual Report; Miscellaneous. Any notice to a Participating School District required to be in writing shall be deemed given if left at the office of the Superintendent thereof or deposited in the United States mail, postage prepaid, by registered mail addressed to such Superintendent. Annually, Mayfield shall submit a written report to all Participating School Districts showing the operating expenses of the School, the receipts under sections 7 and 8 hereof, and the condition of the construction fund, until terminated, and of the replacement and improvement fund, and such other data as to enrollment and personnel as it may deem appropriate. Mayfield is hereby designated as the applicant for and recipient of all federal and state aid applicable to the School and programs conducted therein, as the recipient of any grants or gifts therefor and as the party to maintain, prepare and submit any and all records and reports with respect thereto. Transportation of students to the School shall be provided by each Participating School District for students residing in its district at its own expense, unless other arrangements be made between such Participating School District and Mayfield. Nothing in this Agreement shall be deemed to obligate Mayfield to contribute on any basis greater than that provided for other Participating School Districts toward the Costs of the Project or for the operation of the School, nor to construct the Project or continue operation of the School should that not prove to be economically feasible within the amounts provided on such basis. Any references herein to the State Board of Education, State Department of Education or any division thereof, Superintendent of Public Instruction or to other offices established by statute, shall include reference to such board, department or office regardless of subsequent statutory change of name or title and shall include reference to any board, department, other public body, or officer as shall succeed to the relevant functions by reason of any statutory change.

IN WITNESS WHEREOF, the undersigned officers of the respective Participating School Districts, upon being authorized by resolution of the Board of Education thereof, duly adopted on the date referred to below their respective signatures, have on behalf of their respective Boards of Education signed the Agreement as of the day and year first above stated, but on the date indicated below their respective signatures.

Appropriately Signed

APPENDIX C

SELECTED OHIO STATE DEPARTMENT OF EDUCATION PROGRAM STANDARDS FOR SPECIAL EDUCATION UNITS

I. EDb-215-01 PROGRAM STANDARDS FOR SPECIAL EDUCATION UNITS FOR DEAF CHILDREN

(Adopted August, 1966)

(A) General

(1) A special education unit or fractional unit for deaf children may be approved only within these standards.

(2) A special education unit or fractional unit may be approved for an experimental or research unit designed to provide a new or different approach to educational techniques and/or methodology related to deaf children.

(3) A special education unit for supervision of a program including classes for deaf children and/or classes for hard of hearing children may be approved where there are ten or more units.

(4) The superintendent of the school district of attendance (or his designated representative) is responsible for the assignment of pupils to approved special education units.

(5) All children enrolled in an approved special education unit for deaf children shall meet the standards listed below.

(B) Eligibility

(1) Any educable child who meets the following requirements shall be eligible for placement in a special education unit for deaf children:

(a) Has an intelligence quotient of 50 or above based upon an individual psychological examination administered by a qualified psychologist, is capable of profiting substantially from instruction, and is of legal school age.

(b) Has a relatively flat audiometric contour and an average pure tone hearing threshold of 70 dB or greater for the frequencies 500, 1000, and 2000 cps in the better ear (ISO-1964), or

Has an abruptly falling audiometric contour and an average pure tone hearing threshold of 70 dB or greater in the better ear for the two better frequencies within the 500-2000 cps frequency range (ISO-1964), or

Functions as a deaf child and is approved for placement in a special education class by the Division of Special Education.

(2) A current audiological and otological examination shall be required for placement in approved special education units for deaf children. Periodic examination shall be required for continued placement in an approved program.

(3) Deaf children with intelligence quotients between 50-80 should be placed in a special education program for slow learning deaf children.

(C) Class Size and Age Range

(1) The enrollment of preschool age deaf children in a unit on a half-day basis shall be a minimum of 6 and a maximum of 8.

(2) In primary and intermediate units the minimum enrollment shall be 6 and a maximum of 8.

(3) The class size for junior high and senior high units shall be:

(a) A minimum of 6 and a maximum enrollment of 8 for self-contained classes.

(b) A minimum of 6 with the maximum enrollment not to exceed 12 when a minimum of 4 children are integrated into programs for hearing children.

(c) A minimum of 8 with the maximum enrollment not to exceed 15 when a minimum of 8 children are integrated into programs for hearing children.

(4) The chronological age range for a class of deaf children at any level of instruction shall not exceed 48 months.

(D) Housing, Equipment and Materials

(1) A special education unit for deaf children shall be housed in a classroom in a regular school building (or in a special public school) which meets the Standards adopted by the State Board of Education, with children of comparable chronological age.

(2) A special education unit for deaf children shall provide space adequate for the storage and handling of the special materials and equipment needed in the instructional program.

(3) A special education unit for deaf children shall provide the materials and equipment necessary for the instruction of these children.

(a) Each classroom shall be equipped with suitable group auditory training equipment. Provision shall be made for maintenance and repair.

(E) Program

(1) Teachers of the deaf shall follow outlines and/or special courses of study in their daily program planning.

(2) A special education program for deaf children may be approved at the preschool, primary, intermediate, junior high school, and/or senior high school level.

(3) Special education programs for deaf children should provide continuing instructional programs and services from preschool through the secondary levels.

(4) Classes for deaf children may be organized as self-contained units in which the children receive full time instruction from the special teacher.

(5) Classes for deaf children may be organized so that provision can be made for some children to receive full time instruction from the special teacher while others receive some instruction from the special teacher and are integrated on the basis of the child's ability to succeed.

(6) There shall be written policies for the selection and placement of children in classes with hearing children on a full or part-time basis.

(7) There shall be evidence of periodic evaluation of the educational progress of all children placed in approved units for deaf children.

(F) Teacher Qualifications

(1) A teacher shall meet all the requirements for certification as established by the State Board of Education for this area of specialization.

II. EDb-215-02 PROGRAM STANDARDS FOR SPECIAL EDUCATION UNITS FOR HARD OF HEARING CHILDREN

(Adopted August, 1966)

(A) General

(1) A special education unit or fractional unit for hard of hearing children may be approved only within these standards.

(2) A special education unit or fractional unit may be approved for an experimental or research unit designed to provide a new or different approach to educational techniques and/or methodology related to hard of hearing children.

(3) A special education unit for the supervision of a program including classes for deaf children and/or classes for hard of hearing children may be approved where there are 10 or more units.

(4) The superintendent of the school district of attendance (or his designated representative) is responsible for the assignment of pupils to approved special education units.

(5) All children enrolled in an approved special education unit for hard of hearing children shall meet the standards listed below.

(B) Eligibility

(1) Any educable child who meets the following requirements shall be eligible for placement in a special education unit for hard of hearing children.

(a) Has an intelligence quotient of 50 or above based upon an individual psychological examination administered by a qualified psychologist, is capable of profiting substantially from instruction, and is of legal school age.

(b) Has a relatively flat audiometric contour and an average pure tone hearing threshold of 50 dB or greater for the frequencies 500, 1000 and 2000 cps in the better ear (ISO-1964), or

Has an abruptly falling audiometric contour and an average pure tone hearing threshold of 50 dB or greater in the better ear for the two better frequencies within the 500-2000 cps frequency range (ISO-1964), or

Functions as a hard of hearing child and is approved for placement in a special education class by the Division of Special Education.

(2) A current audiological and otological examination shall be required for placement in approved special education units for hard of hearing children. Periodic examination shall be required for continued placement in an approved program.

(3) Hard of hearing children with intelligence quotients between 50-80 should be placed in a special education program for slow learning hard of hearing children.

(C) Class Size and Age Range

(1) In units where hard of hearing children receive all of their instruction with the special education teacher the minimum enrollment shall be 8 and the maximum 10.

(2) In units where the majority of the children receive instruction with a special education teacher and participate only in physical education, art and music classes, the minimum enrollment shall be 8 and the maximum 12.

(3) In units where hard of hearing children are integrated but receive instruction with a special education teacher in lipreading drill and practice, auditory training, speech therapy and tutoring in academic subjects, the minimum enrollment shall be 8 and the maximum 15.

(4) The chronological age range for a class of hard of hearing children at any level of instruction shall not exceed 48 months.

(D) Housing, Equipment and Materials

(1) A special education unit for hard of hearing children shall be housed in a classroom in a regular school building (or in a special public school) which meets the Standards adopted by the State Board of Education, with children of comparable chronological age.

(2) A special education unit for hard of hearing children shall provide space adequate for the storage and handling of the special materials and equipment needed in the instructional program.

(3) A special education unit for hard of hearing children shall provide the materials and equipment necessary for the instruction of these children.

(a) Each classroom shall be equipped with suitable group auditory training equipment. Provision shall be made for maintenance and repair.

(E) Program

(1) Teachers of hard of hearing children shall follow outlines and/or special courses of study in their daily program planning.

(2) Classes for hard of hearing children may be organized as self-contained units in which the children receive full time instruction from the special teacher.

(3) Classes for hard of hearing children may be organized so that provision can be made for some children to receive full time instruction from the special teacher, while others receive some instruction from the special teacher and are integrated on an individual basis in proportion to the child's ability to succeed.

(4) Special education units for hard of hearing children shall be approved at the secondary level only on an experimental or research basis as outlined in (A) (2). Proposals for these must be submitted prior to application for approval.

(5) Special consideration for placement in secondary school programs should be given those hard of hearing children who received instruction in special education classes through the elementary school. Other alternatives which may be considered in addition to that outlined above are:

(a) Assignment to a regular class on a full-time basis if no additional instruction with special teacher is needed.

(b) Assignment to an approved class for slow learning children if they have sufficient mastery of special skills (lipreading, auditory training, speech and language), do not require additional instruction with hard of hearing and are capable of profiting from this instruction.

(c) Assignment to an approved special education class for deaf children if their needs in the language arts subjects are comparable to those of deaf children at this level.

(6) There shall be written policies for the selection and placement of children in classes for hearing children on a full or part-time basis.

(7) There shall be evidence of periodic evaluation of the educational progress of all children placed in approved units for hard of hearing children.

(F) Teacher Qualifications

(1) A teacher shall meet all the requirements for certification as established by the State Board of Education for this area of specialization.

III. EDb-215-03 PROGRAM STANDARDS FOR SPECIAL EDUCATION UNITS FOR CRIPPLED CHILDREN

(Adopted August, 1966)

(A) General

(1) A special education unit or fractional unit for crippled children may be approved only within these standards.

(2) A special education unit or fractional unit for occupational therapy or physical therapy may be approved only within these standards.

(3) A special education unit or fractional unit may be approved for an experimental or research unit designed to provide a new or different approach to educational techniques and/or methodology related to crippled children.

(4) A special education unit for supervision of a program including classes for crippled children may be approved where there are ten or more units.

(5) A special education unit or fractional unit for crippled children may be approved for instruction in hospitals.

(6) The superintendent of the school district of attendance (or his designated representative) is responsible for the assignment of pupils to approved special education units.

(7) All children enrolled in an approved special education unit for crippled children shall meet the standards listed below.

(B) Eligibility

(1) A child who has a congenital or acquired physical disability which prevents successful functioning in a regular classroom may be placed in a special education unit for crippled children upon evidence of:

(a) Current medical report of a qualified physician presently treating the crippling condition.

(b) The physical and mental readiness to benefit from instruction.

(2) Crippled children of legal school age with an intelligence quotient above 50, as indicated by an individual psychological examination by a qualified psychologist, may be placed in the special education unit if it is determined that they are capable of profiting from a formal educational program.

(3) Crippled children functioning within the slow learning range of mental ability (intelligence quotient 50-80) should be placed in a special program for slow learning crippled children.

(C) Class Size and Age Range

(1) The minimum number of pupils in a special education unit for crippled children shall be 8.

(2) Maximum class size shall be determined as follows:

(a) A primary or intermediate unit of children within an age range of 12 to 35 months shall not exceed an enrollment of 18.

(b) A primary or intermediate unit of children within an age range of 36 to 48 months shall not exceed an enrollment of 14.

(c) A junior or senior high school unit of children within a 12 to 35 months age range shall not exceed an enrollment of 18.

(d) A junior or senior high school unit of children within 36 to 48 months age range shall not exceed an enrollment of 16.

(3) A unit for slow learning crippled children (intelligence quotient 50-80) or any unit which includes slow learners shall have a minimum enrollment of 8 children and a maximum enrollment of 12 children.

(4) The chronological age range for a class of crippled children at any level of instruction shall not exceed 48 months.

(D) Housing and Equipment

(1) A special education unit for crippled children shall be housed in a classroom in a regular school building (or in a special public school) which meets the Standards adopted by the State Board of Education, with children of comparable chronological age.

(2) All necessary special equipment, furnishings and materials for the instruction, safety and treatment of crippled children shall be provided.

(a) The building entrance shall be at ground level or equipped with an appropriate ramp.

(b) Class, treatment and cot rooms shall be located on the first floor of the building unless elevators are available.

(c) Toilet rooms and drinking fountains shall be appropriately equipped for crippled children, including necessary safety grab bars and at least one stall designed to accommodate a wheel chair.

(d) Floors should be of a nonskid nature and free of excessive wax.

(e) An adequate physical activities, recreational area shall be provided.

(f) Lunchroom facilities shall include furniture, eating utensils and equipment suitable to the individual needs of the children.

(E) Program

(1) A special education unit for crippled children may be approved when organized at the elementary and/or secondary level.

(2) Special education programs for crippled children should provide continuing instructional programs and services from kindergarten through the secondary levels.

(3) The educational program shall provide instruction and training appropriate to the mental ability and physical limitations of the children enrolled.

(4) The daily schedule for each child shall be based upon his physical condition, academic level and treatment routine.

(5) The curriculum shall include physical activities, recreation, life enrichment and, at the secondary level, a work-study program adjusted to the limitations of the children, utilizing the teacher, occupational and physical therapist, available physical education personnel, work-study coordinators and community resources.

(6) Crippled children may participate in the general school program and in certain cases may participate in selected regular class activities provided they evidence the ability to profit from such placement.

(7) Special education units for occupational and physical therapy shall provide treatments as prescribed in writing by a licensed physician.

(a) Individual prescriptions signed by the physicians shall be kept on file in these units.

(8) There shall be written policies for the selection and placement of children in a regular class on a full or part-time basis.

(9) There shall be evidence of periodic evaluation of the educational progress of all children placed in approval units for crippled children.

(F) Teacher Qualifications

(1) Teachers, occupational therapists and physical therapists shall meet the requirements for certification established by the State Board of Education for their particular area of specialization.

IV. EDb-215-04 PROGRAM STANDARDS FOR SPECIAL EDUCATION UNITS FOR VISUALLY HANDICAPPED CHILDREN

(Adopted August, 1966)

(A) General

(1) A special education unit or fractional unit for visually handicapped children may be approved only within these standards.

(2) A special education unit or fractional unit may be approved for an experimental or research unit designed to provide a new or different approach to educational techniques and/or methodology related to visually handicapped children.

(3) A special education unit for supervision of a program including classes for visually handicapped children may be approved where there are ten or more units.

(4) The superintendent of the school district of attendance (or his designated representative other than a classroom teacher) is responsible for the assignment of pupils to approved special education units.

(5) All children enrolled in an approved special education unit for visually handicapped children shall meet the standards listed below.

(B) Eligibility

(1) Children whose visual handicap prevents successful functioning in a regular classroom may be placed in a special education unit when the vision is 20/70 or less in the better eye after correction or when the child cannot read 18 point print at any distance, on the basis of a current examination by an eye specialist.

(2) Visually handicapped children of school age with an intelligence quotient above 50, based upon an individual psychological examination administered by a qualified psychologist, may be placed in the special education unit if they are capable of profiting from an educational program.

(3) Visually handicapped children with an intelligence quotient between 50 and 80 should be placed in a special program for slow learning visually handicapped children.

(C) Class Size and Age Range

(1) Minimum class size for a unit of visually handicapped children shall be 8.

(2) Maximum class size in a self-contained program shall be determined as follows:

(a) A primary or intermediate unit of children within an age range of 12 to 35 months shall not exceed an enrollment of 12.

(b) A primary or intermediate unit of children within an age range of 36 to 48 months shall not exceed an enrollment of 10.

(c) A junior or senior high school unit of children within a 12 to 35 month age range shall not exceed an enrollment of 14.

(d) A junior or senior high school unit of children within a 36 to 48 month age range shall not exceed an enrollment of 12.

(3) Enrollments in a resource program shall be dependent upon age range, academic achievement, and degree of visual problem, but in no case shall it be fewer than 8 children nor exceed 16 children per unit.

(4) Enrollments in an itinerant program shall be dependent upon age range, academic achievement and degree of visual problem, but in no case shall it be fewer than 8 children per unit.

(5) Combination resource and itinerant programs may be approved by the Division of Special Education based upon a proposal submitted in advance.

(D) Housing, Equipment and Materials

(1) A special education unit for visually handicapped children shall be housed in a classroom in a regular school building which meets the Standards adopted by the State Board of Education, with children of comparable chronological age.

(2) A special education unit for visually handicapped children shall provide space adequate for the storage and handling of the special materials and equipment needed in the instructional program.

(3) A special education unit for visually handicapped children shall provide the special materials and equipment necessary for the instruction of these children.

(a) Textbooks used in the regular grades and corresponding special texts (Braille, Large Type, Tapes) shall be provided for the use of visually handicapped children.

(b) Special equipment, such as Braille writers, tape recorders, Braille slates, typewriters, and Talking Books, shall be provided according to the educational needs of the children.

(E) Program

(1) A special education unit for visually handicapped children may be approved when organized as a unit for partially seeing children, for blind children, or a combination unit for both partially seeing and blind children.

(2) A special education unit for visually handicapped children may be approved when organized as a special class program, as an itinerant teacher plan and/or as a resource room plan.

(3) A special education unit for visually handicapped children may be approved when organized at the elementary or the secondary level.

(4) All records, including physical and psychological data, shall be maintained by the district providing the special education unit and used as a basis for the placement and transfer of children.

(a) Copies of these records shall be provided the special teacher of the unit for her information and guidance in the education of the child.

(b) Appropriate records shall be provided any school enrolling the child in case of transfer.

(5) The educational program shall provide instruction in all academic areas and special skills areas such as Braille, daily living and physical activities.

(6) Special education programs for visually handicapped children should provide continuing instructional programs and services from preschool through the secondary levels.

(7) Visually handicapped children assigned to regular classroom programs with children of their own mental and grade levels shall evidence the readiness and ability to profit from this placement and shall be provided with special materials, services and counseling according to their needs.

(8) There shall be written policies for the selection and placement of children in a regular class on a full or part-time basis.

(9) There shall be evidence of periodic evaluation of the educational progress of all children placed in approved units for visually handicapped children.

(F) Teacher Qualifications

(1) A teacher shall meet all the requirements for certification as established by the State Board of Education for this area of specialization.

V. EDb-215-08 PROGRAM STANDARDS FOR SPECIAL EDUCATION UNITS FOR SPEECH AND HEARING THERAPY

(Adopted August, 1966)

(A) General

(1) A special education unit or fractional unit may be approved for speech and hearing therapy only within these standards.

(2) A special education unit or fractional unit may be approved for experimental, demonstration or research purposes designed to provide a new or different approach to the techniques and/or methodology related to speech and hearing therapy.

(3) One special education unit in speech and hearing therapy may be approved for the first 2,000 children enrolled in grades K-12 in a school district.

(4) Additional special education units in speech and hearing therapy may be approved for each additional 2500 children enrolled in a school district in grades K-12.

(5) School districts employing four or more speech and hearing therapists may designate one therapist as coordinator for technical assistance and professional guidance. The case load of such a therapist may be lowered on a prorated basis.

(6) The number of centers in which a speech therapist works should be determined by the enrollment of the building and needs of the children. Not more than four centers are recommended, and the maximum shall not exceed six at any given time for one therapist employed on a full-time basis. Therapists employed less than full time shall reduce the number of centers served proportionately.

(7) Two or more districts may arrange cooperatively for the employment of one speech and hearing therapist.

(B) Selection of Children

(1) Selection of children for speech and hearing therapy shall be made by the therapist.

(2) The bases for selection of new students for speech therapy shall include:

(a) Diagnostic speech evaluation, including observation of the speech structures.

(b) Audiometric evaluation prior to initiating therapy.

(c) General examination by school or family physician when indicated.

(d) Referral of children with voice problems to an otolaryngologist through the school or family physician when indicated.

(e) Psychological services when indicated.

(3) The bases for selection of children for speechreading (lipreading) and auditory training shall be:

(a) Individual audiometric evaluation.

(b) Otological examination, with a copy of the report filed with the speech therapist.

(C) General Organization

(1) Class size shall be limited to a maximum of five students.

(2) Class periods shall be a minimum of thirty minutes for children seen in groups. Individual lessons may be fifteen to thirty minutes in length.

(3) Each therapist shall maintain adequate records of all students, including those screened, those presently a part of the case load, and those dismissed from therapy.

(4) Children shall not be dismissed from therapy before optimum improvement has been reached.

(5) Periodic assessment of children dismissed from therapy should be made over a two-year period.

(D) Methods of Scheduling

(1) Traditional Method of Scheduling

(a) Elementary children shall be enrolled for a minimum of two periods weekly until good speech patterns are consistently maintained. Children may be seen less frequently in the "tapering off" period.

(b) Children enrolled in high school classes may be scheduled once a week, although twice-weekly sessions may be desirable where scheduling permits.

(c) One full-time therapist shall serve a minimum of 75 to a maximum of 100 students in active therapy.

(2) Intensive Cycle Method of Scheduling

(a) The speech and hearing therapist shall schedule at least four one-half days of each week in each center. One-half day per week should be used to follow up cases in previous cycles where continued reinforcement is indicated.

(b) Each speech center shall be scheduled for a minimum of 2 to a maximum of 4 intensive cycles per year.

(c) The length of a scheduled intensive cycle shall be a minimum of 5 to a maximum of 10 consecutive weeks.

(d) The individual intensive cycles scheduled at a particular center shall not be consecutive, but shall alternate with time blocks in other centers.

(e) The first intensive cycle scheduled at each center should be longer to provide sufficient time for screening, selecting pupils and initiating the program.

(3) Combination of Scheduling Methods

(a) A combination of the intensive cycle and traditional methods may be scheduled by a therapist based on a plan submitted to the Division of Special Education.

(E) Housing, Equipment and Materials

(1) A quiet, adequately lighted and ventilated room with an electrical outlet shall be provided in each center for the speech and hearing therapist.

(2) The space in each center shall have one table with five medium size chairs, one teacher's chair, one bulletin board, one permanent or portable chalkboard, and one large mirror mounted so that the therapist and students may sit before it.

(3) School districts shall make available one portable individual pure tone audiometer for the use of the speech and hearing therapist.

(a) A speaker attachment should be included for use in auditory training units.

(b) The audiometer should be calibrated annually. Calibration shall be completed at least once every three years. Calibration to International Standards Organization specifications is recommended.

(4) School districts shall make available one portable tape recorder for the use of each speech and hearing therapist.

(5) Each speech therapist shall have access to a locked file, a private office, a telephone and appropriate secretarial services.

(F) Conference and Follow-up

(1) Not less than one-half nor more than one day per week shall be allocated for coordination of the program, parent, staff and agency conferences concerning individual students, and related follow-up activities.

(2) Part of the coordination time may be devoted to the development of speech and language improvement programs on a consultative basis.

(G) Qualifications for Speech and Hearing Therapists

(1) All speech and hearing therapists shall meet all the requirements for the special certificate in speech and hearing therapy as established by the State Board of Education.

(2) Speech and hearing therapists shall possess acceptable speech patterns and be able to hear within normal limits.

VI. EDb-215-09 PROGRAM STANDARDS FOR SPECIAL EDUCATION UNITS FOR CHILD-STUDY SERVICES

(Adopted August, 1966)

(A) SCHOOL PSYCHOLOGY

(1) General

(a) A special education unit or fractional unit may be approved for a school psychologist only within these standards.

(b) A special education unit or fractional unit may be approved for experimental, demonstration or research purposes to explore new techniques, procedures or functions in school psychology.

(c) A special education unit or fractional unit may be approved for a coordinator, supervisor or director of a recognized child study program on the basis of a plan submitted in advance to the Division of Special Education.

(d) All special education units or fractional units in school psychology shall be staffed by personnel certified as school psychologists by the Ohio Department of Education under standards approved by the State Board of Education.

(e) The program of psychological services developed in connection with these units shall be approved by the Division of Special Education.

(f) One special education unit in school psychology may be approved for the first 3,000 children enrolled in a school district(s) in grades K-12.

(g) Additional special education units in school psychology may be approved for each additional 5,000 children enrolled in a school district(s) in grades K-12.

(h) Fractional units in school psychology may be approved on the basis of a plan submitted in advance to the Division of Special Education.

(2) Primary Role and Function

(a) The primary responsibility of the school psychologist shall be to assist the school in improving the achievement and adjustment of children, including those with physical, mental and emotional handicaps.

(b) The primary function of the school psychologist shall be the intensive, individual psychological study of children referred to him because of learning and/or adjustment problems.

  (i) A minimum of 70%, or an average of 3 1/2 days per week, should be spent in individual child study, scheduled parent and teacher conferences, and preparing psychological reports.

  (ii) The case load for comprehensive evaluation should range from 100 to 350 children per year, including problems relating to placement, learning difficulties, behavior problems, adjustment difficulties, developmental disabilities and parent and family relations.

(c) The school psychologist shall consult, collaborate and counsel with teachers, parents, and other professional workers in the school and the community to assist them in improving the learning and adjustment of the children referred.

(d) The school psychologist shall cooperate in the referral of children needing therapy or treatment to appropriate community agencies, medical or psychiatric facilities.

(e) The school psychologist shall participate actively in the identification of exceptional children, and may participate in the organization and operation of special education programs.

(3) Secondary Role and Function

(a) The school psychologist may participate with curriculum committees where a specialized knowledge of child growth and development, learning theory, personality dynamics and motivation is involved.

(b) The school psychologist may participate with staff and administrative committees as a consultant in the development of in-service activities and personnel policies and practices.

(c) The school psychologist may participate with committees in pupil services as a consultant on problems concerning individual children with learning and/or behavior problems.

(d) The school psychologist may serve as a consultant to the professional school staff on mental health problems in the classroom.

(e) The school psychologist may participate in the development, interpretation and utilization of a standardized group testing program in the school system.

(f) The school psychologist may provide services for academically gifted children.

(g) The school psychologist may be involved in pertinent school-oriented research activities as a consultant, expediter, investigator or interpreter.

(h) The school psychologist may serve as a resource person to the school staff, parents and the community in developing better understanding and applications of the principles of child development, learning, mental health, and individual differences to assure continued coordinated community planning for children.

(4) General Organization of Services

(a) The school psychologist shall be assigned as a staff person and consultant in an advisory and leadership role, and shall not assume authority or responsibility for the operation of the school program.

(b) A bulletin describing role, function and referral procedures shall be prepared to structure psychological services for the school staff and community.

(c) The school psychologist shall be provided with adequate clerical services.

(d) The majority of the school psychologist's time with children, teachers and parents shall be conducted within the local school buildings. Provisions should be made to provide space free from interruptions for consultation and testing.

(5) Organization of Individual Child-Study Services

(a) The school psychologist shall effectively utilize individual child-study techniques, including:

  (i) A variety of recognized individual tests of ability.

(ii) Tests of academic performance.

(iii) Individual educational, achievement and social maturity scales.

(iv) Projective procedures.

(v) Observational and interview techniques.

(b) The school psychologist shall maintain an organized child-study file containing all pertinent data relating to the children referred.

(c) All individual studies shall be accompanied by written reports indicating identifying data, reason for referral, report of test results and pertinent recommendations.

(d) The psychological findings shall be treated as confidential information by all professional personnel.

(e) Written reports on comprehensive evaluations shall include appropriate, practical and pertinent recommendations developed in cooperation with the school staff.

(f) Written reports on comprehensive evaluations shall include a summary of pertinent agency reports as well as a summary of parent, agency and school staff conferences.

(B) INTERN IN SCHOOL PSYCHOLOGY

(1) General

(a) A special education unit may be approved for an intern in school psychology only within these standards.

(b) A special education unit for the intern in school psychology may be approved for experimental, demonstration or research purposes to explore new techniques or procedures in training school psychologists.

(c) The special education unit for the intern in school psychology shall be staffed by an intern certified for one year for this purpose by the Division of Teacher Education and Certification in a program handled cooperatively through the employing superintendent, the supervising university, and the Division of Special Education.

(d) The special education unit for the intern in school psychology shall be staffed by an individual who has completed one year of graduate work in an approved school psychology training program.

(e) The special education unit shall be approved only for those interns planning to provide at least one year of service as a school psychologist in the schools of Ohio subsequent to completion of the internship experience.

(f) The employing school district shall be approved as an intern center on an annual basis by the Division of Special Education.

(g) The supervising university shall have a school psychology training program approved by the Division of Teacher Education and Certification.

(2) Organization

(a) The intern training program shall involve the cooperative efforts of the Division of Special Education, the supervising university and the local school district.

(b) Interns shall be placed in local school systems approved by the Division of Special Education.

(c) Interns shall be supervised by a faculty member of an approved school psychology training program.

(d) Interns shall also be supervised by a certified school psychologist employed by the local school district.

(e) The intern shall receive graduate credit for the internship and shall be registered at the university during the entire internship.

(f) University supervision of the intern program may be considered on a geographic basis with inter-university reciprocity.

(g) The intern program shall encompass one school year on a full-time basis.

(h) The intern program shall provide the intern with a well-rounded, supervised experience in the practice of school psychology.

(i) The local school system shall employ at least one full-time certified school psychologist and shall have the equivalent of one unit for child study services operating under the standards established by the State Board of Education.

(j) The supervising psychologist in the local school system shall have at least two full years of experience as a successful school psychologist, with at least one year completed in the school system where the internship center is located.

(k) The local school system shall make it possible for the school psychologist to provide intensive, direct and personal supervision for the intern in the local school setting.

(l) The local school system shall provide adequate office space, equipment, facilities and clerical services for the intern.

(m) The local school system shall prepare, in cooperation with the supervising university, an outline of the experiences planned for the intern. This outline shall be signed by the university supervisor and the staff member in charge of psychological services in the local school system. A copy of this outline shall be submitted to the Division of Special Education along with or preceding the application for approval of the unit.

(n) The local school system shall require the intern to submit to the university whatever reports the university and the school system deem advisable.

(o) The local school system shall require the intern to attend whatever in-service training meetings the university and the school system deem advisable.

(3) Multiple Internship Training Centers

(a) Multiple internship training centers may be established with the annual approval of the Division of Special Education under State Board of Education Standards 09-(B), Intern in School Psychology.

(b) There should be at least one more full-time certified school psychologist than the number of interns assigned to the school district.

(c) One certified school psychologist shall be assigned the specific responsibility for training and supervision of intern psychologists, and shall be given released time from other duties for these activities.

(C) VISITING TEACHER-COUNSELOR

(1) General

(a) A special education unit or fractional unit may be approved for a visiting teacher or counselor only within these standards.

(b) A special education unit or fractional unit may be approved for experimental, demonstration or research purposes to explore techniques, procedures, role and function in these areas.

(2) Eligibility

(a) All special education units or fractional units for visiting teachers shall be staffed by individuals certified as visiting teachers.

(b) All special education units or fractional units for counselors shall be staffed by individuals certified as school counselors.

(3) Program - Visiting Teacher

(a) Visiting teachers who are assigned and scheduled to work full or part time with approved special education programs for physically, mentally and emotionally handicapped children may be approved as full or fractional units.

(b) The visiting teacher program developed in connection with these units shall be submitted for approval in advance to the Division of Special Education.

(c) The visiting teacher shall assist in the developmental, social, educational, medical and psychological data on physically, mentally and emotionally handicapped children to determine their eligibility for placement in approved special education programs or services.

(d) The visiting teacher shall provide casework services to children and parents of children with physical, mental and emotional handicaps to assist in the placement, referral and adjustment of these children.

(e) The visiting teacher shall consult and collaborate with parents, teachers and other professional workers in the school and in community agencies to improve the adjustment and management of physically, mentally and emotionally handicapped children at school and in the home.

(4) Program - Counselor

(a) Counselors who are assigned and scheduled to work full or part time with approved special education programs for physically, mentally and emotionally handicapped children may be approved as full or fractional units.

(b) The counseling program developed in connection with these units shall be submitted for approval in advance to the Division of Special Education.

(c) The primary function of the counselor shall be to provide educational and vocational counseling and guidance services to children with physical, mental and emotional handicaps.

(d) The counselor may be assigned to coordinate a work-school program for physically, mentally and emotionally handicapped children.

VII. EDb-215-10 PROGRAM STANDARDS FOR INDIVIDUAL INSTRUCTIONAL SERVICES

(Adopted August, 1966)

(A) HOME INSTRUCTION

(1) Eligibility

(a) Home instruction may be approved for children who are physically unable to attend school even with the aid of transportation.

(b) Home instruction may be approved for educable children who are capable of profiting from a formal educational program.

(c) Children shall have a mental age of 6-0 years or above to be eligible for home instruction services.

(d) Telephone instruction may be approved within these standards.

(e) Applications for home instruction for children who are not physically handicapped shall not be approved.

(2) General Information

(a) The superintendent of schools (or his designated representative) shall sign all applications for home instruction.

(b) All applications for home instruction shall be approved in advance.

(c) A child shall be examined medically and recommended for instruction each year.

(d) Short-term instruction shall not be approved. Payment shall not be made for students receiving less than 20 hours of instruction during the school year.

(e) The local school shall keep accurate records on grades of students on home instruction. These records shall be available to the Division of Special Education upon request.

(f) The teacher employed by a board of education for home instruction shall hold an Ohio teaching certificate appropriate for the level of instruction to which the assignment for home instruction is made.

(3) Reimbursement

(a) The Division of Special Education may approve $1.50 per hour for home instruction at a rate of not less than $3.00 per hour, and one-half of the actual cost in excess of $3.00 per hour, but not to exceed $6.00 per hour.

(b) The Division of Special Education may approve telephone instruction as follows: One-half of the cost of installation service, one-half of the monthly service charge, and one-half of the cost of one hour of instruction per week by a qualified teacher not to exceed $6.00 per hour.

(c) Home instruction may be approved for one hour for each day a child is physically unable to attend school. The total number of hours shall not exceed the total number of days the school district is legally in session.

(4) Data to be Submitted

(a) A test of mental ability to determine readiness to profit from a formal academic program is required for all children in the first grade, for older children who have not been in school, and for children retarded in grade.

(b) The medical section of the application blank shall be filled out and signed by the licensed physician who is presently treating the child.

(c) All applications for home instruction shall be completed in duplicate and submitted to the Division of Special Education.

(d) Applications for telephone instruction should be submitted on the regular home instruction forms.

(e) Reimbursement claims for all approved home instruction shall be submitted by August 1 of each year on the designated claim forms.

(B) TUTORING SERVICES FOR HEARING HANDICAPPED STUDENTS

(1) Eligibility

(a) Hearing handicapped children (State Board of Education Standards, Section 01 and/or Section 02) may be considered for individual tutoring under one of the following criteria:

(i) There is no immediate special class placement for the child.

(ii) The child has received instruction in an approved special education unit for deaf and/or hard of hearing children and has been returned to a regular junior and/or senior high school program.

(iii) The child is unable to attend school for a full day due to a physical problem in addition to the hearing loss.

(iv) The child is evaluated by the Educational Clinic Team and the Central Review Committee recommends approval of individual tutoring.

(2) General Information

(a) The superintendent of schools (or his designated representative) shall sign all applications for individual tutoring for hearing handicapped children.

(b) Applications of individual tutoring for hearing handicapped children shall be approved for a specific number of hours which will depend upon the age of the child, the level of instruction, the nature and degree of the hearing loss and the child's ability to profit substantially from the instruction.

(c) The teacher employed by a board of education for individual tutoring shall hold an Ohio teaching certificate appropriate for the level of instruction to which assignment for tutoring is made.

(3) Reimbursement

(a) The Division of Special Education may approve $1.50 per hour for individual tutoring for hearing handicapped children at a rate of not less than $3.00 per hour, and one half of the actual cost in excess of $3.00 per hour, but not to exceed $6.00 per hour.

(b) The approval for individual tutoring shall not exceed a maximum of 5 hours per week. The total number of hours shall not exceed the total number of days the school district is legally in session.

(4) Data to be Submitted

(a) All applications for individual tutoring shall be completed and submitted in duplicate to the Division of Special Education. Only one copy of the following reports should be submitted:

(i) Recent report of otological examination.

(ii) Recent report of school psychologist.

(iii) Recent report of audiologist.

(iv) Recent report of child's school progress and achievement.

(b) Reimbursement claims for all approved tutoring for hearing handicapped children shall be submitted by August 1 of each year to the Division of Special Education on the designated claim forms.

(C) TUTORING SERVICES FOR VISUALLY HANDICAPPED CHILDREN

(1) Eligibility

(a) Visually handicapped children (State Board of Education Standards, Section 04) may be considered for individual tutoring under one of the following criteria:

(i) No suitable special education program is available.

(ii) Transfer to a regular school program from an approved special education program for visually handicapped children.

(iii) Unable to attend school for a full day due to some other physical problem in addition to the visual handicap.

(iv) The service has been recommended by the Educational Clinic Team and the Review Committee.

(2) General Information

(a) The superintendent of schools (or his designated representative) shall sign all applications for tutoring.

(b) Approval may be made for a school year or a specific period of time during any current school year.

(c) The teacher employed by a board of education for tutoring shall hold an Ohio teaching certificate appropriate for the level of instruction to which she is assigned.

(3) Reimbursement

(a) The Division of Special Education may approve $1.50 per hour for individual tutoring for visually handicapped children at a rate of not less than $3.00 per hour, and one half of the actual cost in excess of $3.00 per hour, but not to exceed $6.00 per hour.

(b) The approval for individual tutoring shall not exceed a maximum of 5 hours per week. The total number of hours shall not exceed the total number of days the school district is legally in session.

(4) Data to be Submitted

(a) All applications must be completed in duplicate and submitted to the Division of Special Education. One copy of the following reports should accompany the application:

(i) Report of psychological examination to determine child's ability to benefit from the tutoring services.

(ii) Current eye report by qualified examiner to show type and extent of child's visual impairment.

(b) Reimbursement claims for all approved individual tutoring for visually handicapped children shall be submitted by August 1 of each year to the Division of Special Education on the designated claim forms.

(D) STUDENT READER SERVICE FOR CHILDREN WITH VISUAL HANDICAPS

(1) Reader service may be approved for visually handicapped children (State Board of Education Standards, Section 04) in the sixth grade and above who are visually unable to meet the reading requirements of their grade level.

(2) General Information

(a) The superintendent of schools (or his designated representative) shall sign all applications for reader service.

(b) Approval may be granted for a school year or a specific period during the current school year.

(c) The student reader employed by the board of education shall be chosen by the superintendent of schools or the principal of the school in which service is given. He shall be supervised by the principal or a teacher designated by the principal.

(3) Reimbursement

(a) The Division of Special Education may approve reader service at a rate of $1.00 per hour.

(b) The approval for reader service shall not exceed a maximum of ten hours per week. The total number of weeks shall not exceed the total number of weeks the school district is legally in session.

(4) Data to be Submitted

(a) Reimbursement claims for all approved reader service shall be submitted by August 1 of each year to the Division of Special Education on the designated claim forms.

VIII. EDb-215-11 PROGRAM STANDARDS FOR TRANSPORTATION OF HANDICAPPED CHILDREN

(Adopted August, 1966)

(A) Eligibility

(1) Transportation may be approved for physically handicapped children (State Board of Education Standards, Section 01-05) attending a special class program approved by the Division of Special Education.

(2) Transportation may be approved for physically handicapped children (State Board of Education Standards, Section 01-05) attending a regular class in public and/or parochial school.

(3) Transportation may be approved for emotionally handicapped children (State Board of Education Standards, Section 06) only when attending a special class program for emotionally handicapped approved by the Division of Special Education.

(4) Requests for transportation for less than two months duration shall not be approved by the Division of Special Education.

(5) The superintendent of schools (or his designated representative) shall sign all applications for transportation of handicapped children.

(B) Reimbursement

(1) Contract or Board-Owned Vehicles

(a) The Division of Special Education may approve for reimbursement the actual costs of transportation up to $2.00 per day per child in average daily membership and one half of the actual cost in excess of $2.00 per day.

(2) Other Reimbursable Costs

(a) The Division of Special Education may approve for reimbursement the actual costs of transportation on public transportation.

(b) The Division of Special Education may approve for reimbursement the actual costs for guide service for visually handicapped children (State Board of Education Standards, Section 04), not to exceed $1.25 per day per child.

(C) Data to be Submitted

(1) Applications for transportation of physically handicapped children to regular school must be signed by a licensed physician and submitted annually in duplicate to the Division of Special Education.

(2) Applications for transportation of physically and/or emotionally handicapped children to special class programs approved by the Division of Special Education shall be submitted annually in duplicate by the school district transporting the child.

(3) Reimbursement claims for approved transportation shall be submitted by August 1 of each year on the designated claim forms to the Division of Special Education.

IX. EDb-215-12 PROGRAM STANDARDS FOR BOARDING HOMES FOR PHYSICALLY HANDICAPPED CHILDREN

(Adopted August, 1966)

(A) Eligibility

(1) A physically handicapped child (State Board of Education Standards, Section 01-05) who resides in a school district that does not maintain a special education program to meet his needs may attend school in another school district where such a program is available.

(2) When a physically handicapped child attends a special education class in a school district other than that of his residence, he may be boarded (if the distance from one district to the other is too far for the child to be transported daily) and the cost of such board may be reimbursed if approved in advance by the Division of Special Education.

(3) The criteria for approval of children for boarding home placement shall be determined upon:

- (a) The availability of appropriate special education programs.
- (b) The travel distance involved.
- (c) The physical, mental and social readiness of the child to adjust to a boarding home.
- (d) The availability of licensed boarding homes in the school district providing special education programs.

(B) General Information

(1) The superintendent of schools (or his designated representative) shall sign all applications for boarding homes.

(2) Applications for children being considered for boarding home placements must be submitted by the superintendent of the school district in which the child legally resides or the superintendent of the district which maintains a special education program if this district advances payment for the boarding home.

(3) The responsibility for finding boarding homes shall not be assumed by school personnel nor by the parents.

This responsibility is vested in the Ohio Department of Public Welfare.

(4) The placement of children in or the changing of children from one licensed boarding home to another shall be the responsibility of the Ohio Department of Public Welfare.

(C) Reimbursement

(1) The Division of Special Education may approve for reimbursement a rate of $15.00 for a five-day week and a rate of $18.00 for a seven-day week in a licensed boarding home.

(D) Data to be Submitted

(1) The school district that advances payment for the boarding home shall:

(a) Complete Form SE 12-I in triplicate on all initial applications and submit them to the Division of Special Education.

(b) Complete Form SE 12-II in duplicate and submit them to the Division of Special Education.

(2) Reimbursement claims for all approved boarding homes shall be completed on the designated claim forms and submitted to the Division of Special Education not later than August 1 of each year.

APPENDIX D

AGREEMENT AND CONSTITUTION FOR METROPOLITAN DAYTON EDUCATIONAL COOPERATIVE ASSOCIATION

AGREEMENT

THIS AGREEMENT made as of the 3rd day of September, 1969, by and between the BOARDS OF EDUCATION OF THE SCHOOL DISTRICTS identified below:

WHEREAS, Section 3313.92 of the Revised Code of Ohio was enacted by Amended Senate Bill No. 303 in the 107th Session of the Ohio General Assembly, became effective November 21, 1967, and provides, in general, that boards of education of any two or more school districts may, subject to the approval of the Superintendent of Public Instruction, enter into agreements for the joint or cooperative construction, acquisition or improvement of any building, structure or facility benefiting the parties thereto, ibcluding, without limitation, schools and classrooms for the purpose of Chapter 3323 of the Revised Code, and for the management, operation, occupancy, use, maintenance or repair thereof, or for the joint or cooperative participation in programs, projects, activities or services in connection with such buildings, structures or facilities, and

WHEREAS, the parties hereto desire by this Agreement to associate themselves together for the purposes as set forth below and for such other purposes as are provided now by the laws of the State of Ohio or such authority as may hereafter be granted by such laws.

NOW, THEREFORE, it is agreed as follows:

Article 1. PURPOSE: To improve instructional and administrative functions and to make optimum use of public funds through cooperation of member school districts, and, more specifically, without limitation to perform the following:

A. To apply modern technology with the aid of computers and other electronic equipment to the administrative and instructional functions of member districts.

B. To develop a cohesive group that cooperates well in the initial effort, so future joint programs can be established, subject to the approval of the Superintendent of Public Instruction, in other instructional and administrative areas.

Article 2. NAME: The name of the within organization shall be "METROPOLITAN DAYTON EDUCATIONAL COOPERATIVE ASSOCIATION" hereinafter referred to as the "ASSOCIATION."

Article 3. CONSTITUTION: The parties hereto, by their signature, do ratify, affirm and accept as the Constitution of the ASSOCIATION the document attached hereto, marked as "Exhibit A" and denoted as the "CONSTITUTION FOR THE METROPOLITAN DAYTON EDUCATIONAL COOPERATIVE ASSOCIATION" and said CONSTITUTION is incorporated fully herein as if rewritten and made a part hereof.

Article 4. MEMBERSHIP:

A. General Requirements:

(1) All school districts in Montgomery County and those served by the Montgomery County Joint Vocational School and Data Processing Center shall be eligible for membership.

(2) When it is deemed desirable by the Board of Directors to admit additional members to the ASSOCIATION, all school districts in the Dayton Regional Area may be invited to join. The "DAYTON REGIONAL AREA" includes all territory within regional boundaries that may be established in the future by law, the State Department of Education or this ASSOCIATION.

(3) All members shall agree to share costs of joint operations on an equitable basis as defined in Article VIII, Section 1 of Exhibit A, to-wit: "Constitution."

(4) All members shall agree to wholeheartedly support any joint effort undertaken by this ASSOCIATION.

B. Charter Membership:

Any school district fulfilling General Requirements A, C and D of Exhibit A, "Constitution" may become a charter member upon resolution by its Board on or before November 15, 1969.

C. Regular Membership:

Those districts fulfilling General Requirements A, C and D of Exhibit A, "Constitution" who do not join on or before November 15, 1969, may become regular members any time later upon resolution by their Boards. Those districts fulfilling General Requirements B, C and D may become regular members upon resolution by their governing Board and a majority vote of the Assembly.

Article 5. MANAGEMENT AND ADMINISTRATION: Management and administration of such programs, projects, activities, services or joint exercise of powers shall be vested in a Board of Directors as provided in Section 3313.92 (C-1), and as set forth and provided for in the Constitution of the ASSOCIATION.

Article 6. OWNERSHIP OF REAL ESTATE OR STRUCTURES: Ownership of real estate shall be held in the name of the Dayton Board of Education, subject to the terms of this Agreement and the Constitution of the ASSOCIATION, all of which constitute the entire Agreement between the parties. Title to real estate and structures may be acquired as and for the ASSOCIATION herein provided and shall be retained for the use and benefit of all of the parties who may be members of the ASSOCIATION at such time.

Article 7. CONSTRUCTION AND ACQUISITION: As required by Section 3313.92 (b-1), to-wit: That a specific Board be designated for the following purposes, it is hereby determined and agreed between the parties that the Dayton Board of Education is designated as the Board to take and have exclusive charge of any and all details of construction, acquisition, or improvements, as to any building, structure or facility, including any advertising for bids and the award of any construction or improvement contract pursuant to the law applicable to such Board of Education.

Article 8. SEPARATE FUND: The Dayton Board of Education is hereby designated as the participating Board of Education, as required by Section 3313.92 (e), to receive funds from other participants, whether by appropriation, the levy of taxes, the issuance of bonds or notes, or otherwise, and the said participating Board, to-wit: The Dayton Board of Education, does agree to hold said funds in a separate fund or funds and that said funds shall be appropriated to and shall be applied only for the purposes provided in such agreement and in accordance with the other requirements of the aforementioned section.

Article 9. DESIGNATION OF APPLICANT OR RECIPIENT FOR FEDERAL AID: The Dayton Board of Education is hereby designated as the applicant for and the recipient of any state, federal or other aid, assistance or loans available by reason of any activities conducted under this agreement.

Article 10. APPORTIONMENT OR PAYING OF COSTS: The method of apportionment or paying of costs shall be as now provided in the Constitution, to-wit: Exhibit A attached hereto, and as may be further amended, added to or agreed to between the parties hereafter.

Article 11. RECORDS AND REPORTS: The Dayton Board of Education is herewith designated as the participating Board to maintain, prepare and submit on behalf of all parties to the Agreement any and all records and reports with regard to activities conducted under the Agreement, including without limitation those required under Section 3301.14, 3313.50, 3319.32 to 3319.37 inclusive, 3321,12, 3323.08 and 3323.13 of the Revised Code.

Article 12. DESIGNATION OF EMPLOYER: It is recognized and agreed between the parties that for the purposes of employment responsibility and the necessity of compliance with Section 3313.92, Revised Code, employer-employee agreements, state, federal and local taxes and public employees' retirement relationships, it is necessary for an existing political subdivision, one of the participants herein, to be recognized as such and to be designated herein as having the responsibilities stated, and by reason thereof, the Dayton Board of Education is hereby recognized as such authority.

Article 13. CONSTRUCTION AND INTERPRETATION: The parties agree, as set forth in Section 3313.92 of the Revised Code, that the powers granted by said section are supplementary to and not in derogation of or restriction upon all other powers of Boards of Education of school districts, and it is the intention between the parties hereto that the aims, goals, purposes, powers and functions as set forth herein, to-wit: This Agreement and Exhibit A, the Constitution, are to be liberally construed to permit the achievement of the objectives.

Article 14. CONFLICT: It is agreed between the parties hereto that should a conflict occur as between the provisions contained in this Agreement and its Exhibit A, to-wit: The Constitution, that in the determination of said conflict, the Agreement shall prevail. It is further understood and agreed, however, that the two documents constitute the entire agreement between the parties and that each supplements and is complementary to the other and that both shall be read in conjunction and construed in conjunction one with the other in order to achieve the total purpose and goals of the organization and such matters as are not provided for in the Agreement as such, but provided for in Exhibit A, the Constitution, are to be construed together.

Article 15. EFFECTIVE DATE: The within Agreement and Constitution, shall become effective when accepted by not less than a majority of the school districts in Montgomery County, including the Dayton City School District, and participants in the Montgomery County Joint Vocational School District.

IN WITNESS WHEREOF, the undersigned officers of the respective participating school districts, upon being authorized by resolution of the Board of Education thereof, duly adopted on the date referred to opposite their respective signatures, have on behalf of their respective Boards of Education, signed the Agreement as of the day and year first above stated, but on the date indicated opposite their respective signatures.

Appropriately Signed

APPROVED BY SUPERINTENDENT OF PUBLIC INSTRUCTION

This Agreement is approved by the undersigned as Superintendent of Public Instruction of the State of Ohio, pursuant to Section 3313.92 of the Ohio Revised Code, this ________ day of __________________ 1969.

____
Superintendent of Public Instruction

EXHIBIT A

CONSTITUTION
for
METROPOLITAN DAYTON EDUCATIONAL
COOPERATIVE ASSOCIATION

Article I Name

The name of this Cooperative Group shall be METROPOLITAN DAYTON EDUCATIONAL COOPERATIVE ASSOCIATION.

Article II Purpose

The general aim of the Association is to improve instructional and administrative functions and to make optimum use of public funds through cooperation of member school districts.

To achieve this general aim, the purposes of the Association are as follows:

A. To apply modern technology with the aid of computers and other electronic equipment to the administrative and instructional functions of member districts.

B. To develop a cohesive group that cooperates well in the initial effort so future joint programs can be established, subject to the approval of the Superintendent of Public Instruction, in other instructional and administrative areas.

Article III Membership

Section 1. General Requirements

A. All school districts in Montgomery County and those served by the Montgomery County Joint Vocational School and Data Processing Center shall be eligible for membership.

B. When it is deemed desirable by the Board of Directors to admit additional members to the Association, all school districts in the Dayton regional area may be invited to join. The "Dayton Regional Area" includes all territory within regional boundaries that may be established in the future by law, the State Department of Education or this Association.

C. All members shall agree to share costs of joint operations on an equitable basis as defined in Article VIII, Section 1.

D. All members shall agree to wholeheartedly support any joint effort undertaken by this Association.

Section 2. Charter Membership

Any school district fulfilling General Requirements A, C and D may become a charter member upon resolution by its Board on or before November 15, 1969.

Section 3. Regular Membership

Those districts fulfilling General Requirements A, C and D, who do not join on or before November 15, 1969, may become regular members any time later upon resolution by their Boards. Those districts fulfilling General Requirements B, C and D may become regular members upon resolution by their governing Board and a majority vote of the Assembly.

Article IV The Association Assembly

Section 1. Membership

The Assembly shall consist of the Superintendent and one board representative of each member school district.

Section 2. Powers and Duties

A. Election of the Board of Director.

B. Approval of new cooperative ventures.

C. Approval of the annual Association budget.

D. Approval of new members.

E. Amendment of the Association Constitution.

Section 3. Quorum

A majority of Assembly membership shall constitute a quorum.

Section 4. Meetings

The Association Assembly shall meet each year during the first two weeks of October on a date set by the Board of Directors.

Article V The Board of Directors

Section 1. Membership

A. The Board of Directors shall originally consist of five Superintendents of member districts as follows:

1. The Superintendent of the Dayton Public Schools.

2. The Superintendent of Montgomery County Schools or the Chief Administrative Officer of a Dayton Area Resource Center which may be prescribed by law at some later date.

3. Three Superintendents who shall be elected by assembly representatives of all member school districts other than the representatives from the Dayton and Montgomery County Boards of Education.

B. The Board of Directors shall be increased by two more members elected from the same group as #3 above when the A.D.M. of member districts in this area reaches 130,000.

Section 2. Terms of Office

In recognition of the educational and administrative responsibilities of the Dayton City Board of Education and the Montgomery County (or Area Resource Center) Board of Education, and because of the student base they represent, their Superintendents shall be permanent members of the Board of Directors. Other Directors shall be elected for three-year terms, except that the first terms shall be staggered so as to provide for the election of one new Board member each year.

Section 3. Quorum

A quorum shall consist of four (4) directors.

Section 4. Meetings

The Board shall meet in September, December, March, and June. Additional meetings may be called as necessary by the President or by any three Board members. Any member of the Association may attend the Board meetings and petition to be heard at the start of the meeting if he so desires.

Section 5. Powers and Duties

A. To bear responsibility for all cooperative efforts undertaken by the Association.

B. To set overall policies.

C. To appoint Operating Committees. Each Board Director shall make one appointment to the Committee for each cooperative venture.

D. To approve individual Operating Committee budgets and present them to the Association Assembly at its annual meeting for final adoption.

E. To promote publicity.

F. To approve expansion of Association membership.

G. To set a date for the Assembly's annual meeting.

Section 6. Officers and Staff

A. President

The Board of Directors shall elect one of its members President to serve for a term of one year. He shall be designated chief executive officer of the Association.

He shall:

- Maintain the Association's headquarters at his office until a separate office might be established.
- Preside at all meetings of the Board and the annual meeting of the Assembly.
- Send agenda for the above meetings to Directors and to Assembly representatives one week in advance of the meetings.
- Compile an annual report on the activities of the Association's cooperative ventures, present it at the annual Assembly meeting and distribute it to the governing boards of member districts and educational institutions.
- Direct the Association's public relations program.

B. Vice President

The Board shall elect one of its members Vice President to serve a term of one year. He shall:

- Preside in the absence of the President.
- Succeed to the office of President, should it be vacated before the end of a term.
- Assist the President in the discharge of his duties.

C. Secretary

The Board shall appoint a Secretary who shall:

- Keep a full and accurate record of proceedings and transactions of Assembly and Board meetings.

- Assist the President in the compilation and distribution of meeting agenda and his annual report.
- Perform any other duties assigned by the President or other members of the Board.

D. Controller

Since Section 3313.92 of the Ohio Revised Code makes it mandatory for one Board of Education to administer the financial transactions of any joint agreements among Boards, the Clerk-Treasurer of the Dayton Public Schools shall be appointed Controller. In this role he shall:

- Receive and disburse all funds.
- Undertake all other financial transactions necessary to the work of the Association.

Article VI Operating Committees

Section 1. Membership

An Operating Committee for each cooperative venture shall be appointed by the Board of Directors as specified in Article V, Section 5.

Section 2. Term of Office

The term of office of each member is at the discretion of his Board Director, but ideally should be at least three years. These appointments should be staggerd if at all possible.

Section 3. Quorum

A quorum shall consist of four (4) operating committee members.

Section 4. Meetings

The Operating Committees shall meet at least once a month to review operations of their units and discharge the duties shown below. Other meetings may be called at the discretion of the Chairman. Any Superintendent or Board member who belongs to the Association may petition for a hearing if he so desires at a regular monthly meeting.

Section 5. Powers and Duties

A. To bear responsibility to the Board for their particular venture. They shall file a quarterly report with the Board on their unit's operation and budget performance.

B. To determine the scope of their venture's activities.

C. To set annual and long-range plans and objectives for their cooperative venture.

D. To appoint a non-salaried Director, or, if the activity warrants, to recommend the hiring of a full-time Director and staff to the Board of Directors. The Board will approve and recommend the hiring to the Dayton Public Schools who will be the official employer. The Dayton Public Schools will be bound by the recommendations of the Board of Directors.

E. To establish any organizational structure they deem necessary to efficiently manage the enterprise.

F. To bear responsibility for development and control of an operating budget, including expenditures for capital improvements. This budget must be approved by the Board of Directors and the Assembly.

G. To set policies and approve operating procedures.

H. To make any final decisions involving inter-district relations in their operations.

I. To investigate any district complaints that cannot be resolved by the Director.

J. To recommend to the Board participation of private and parochial schools, institutions of higher education, or city, county and federal groups in their particular venture whenever it seems desirable. These other participating groups will share in the costs on the basis of services rendered.

Section 6. Chairman of Operating Committee

The Operating Committee shall elect from its membership a Chairman to serve for a term of one year. He shall:

- Supervise the Director of his operation.
- Maintain the Committee's headquarters at his office until a separate office may be established.
- Preside at all committee meetings.
- Send an agenda for the above meetings to committee members in advance of the meeting.
- Furnish a secretary to take minutes of all committee meetings.

Article VII Public Relations Committee

A Public Relations Committee may be appointed by the President of the Board to assist him in the development and direction of a vigorous public relations program. Members of this committee could be drawn from the public relations staffs of member districts and institutions.

The public relations program should supplement the President's communication with members through his annual report, so they will be kept more regularly informed of the Association's accomplishments. Moreover, the program should be especially directed toward the public, so taxpayers may be continually apprised of the Association's progress in realizing its purpose.

Article VIII Financial Responsibilities of Members

Section 1. Operating Committee Charges

The Operating Committee of each joint venture shall set charges for services rendered which, in total, will cover their operating costs. Member districts and other schools and institutions using these services will pay according to the volume used, thus sharing the burden equitably.

Section 2. Financial Transactions

A. The Controller shall receive accumulated monthly charges made by all separate ventures and shall issue one itemized billing to all participants.

B. The fiscal year of the Association shall be July 1 to June 30.

Section 3. Entrance Fees

Districts joining this Association after November 15, 1969, shall pay an entrance fee set by the Board of Directors at the time the decision is made to expand the Association's membership. This fee will compensate for the time, effort and expense devoted by charter members to establishing the Association and its cooperative ventures.

Article IX Withdrawal of a Member School District from the Association

A member School District may withdraw if he gives the Assembly six (6) months' notice of his intention. This time period is set to insure continuity of programs and fiscal responsibility.

Article X Amendment of the Constitution

The Constitution may be amended, providing resolutions for such amendments and changes shall be presented in writing to the President of the Board at least one month before the annual meeting is held. Amendments shall be approved by a two-thirds (2/3) majority vote of all members.